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Attorneys for Plaintiffs LISA SKERL, VICTORIA KROPP, LORI ROARK,  
and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN MATEO**

LISA SKERL, an individual; VICTORIA  
KROPP, an individual; LORI ROARK, an  
individual; on behalf of themselves and all  
others similarly situated and the general public,

Plaintiffs,

v.

SUTTER BAY HOSPITALS, a California  
corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. 21-CIV-02057

[Assigned For All Purposes To The Hon.  
Nancy L. Fineman, Dept. 4]

**NOTICE OF ENTRY OF ORDER AND  
JUDGMENT RE FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
FOR ATTORNEYS' FEES AND COSTS**

Date: October 24, 2023

Time: 2:00 p.m.

Dept: 4

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:**

2 PLEASE TAKE NOTICE that on October 27, 2023, the San Mateo County Superior  
3 Court, through the Honorable Judge Nancy Fineman in Department 4, entered an Order and  
4 Judgment Re Final Approval of Class Action Settlement and for Attorneys Fees and Costs.

5 A true and correct copy of the Court's Order and Judgment Re Motion for Final  
6 Approval of Class Action Settlement and for Attorneys' Fees and Costs Entering Judgment is  
7 attached hereto as Exhibit A.

8  
9 Dated: October 31, 2023

SHANBERG STAFFORD LLP

10 By: /s/ Ross E. Shanberg  
11 Ross E. Shanberg  
12 Shane C. Stafford  
13 Attorneys for Plaintiffs LISA SKERL,  
14 VICTORIA KROPP, LORI ROARK and  
15 all others similarly situated  
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# EXHIBIT A

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**FILED**

By Superior Court of California, County of San Mateo

ON 10/30/2023

By /s/ Tovar, Priscilla

Deputy Clerk

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Attorneys for Plaintiffs LISA SKERL, VICTORIA KROPP, LORI ROARK,  
and all others similarly situated

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**RECEIVED**

10/25/2023

CLERK OF THE SUPERIOR COURT  
SAN MATEO COUNTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

LISA SKERL, an individual; VICTORIA  
KROPP, an individual; LORI ROARK, an  
individual; on behalf of themselves and all  
others similarly situated and the general public,

Plaintiffs,

v.

SUTTER BAY HOSPITALS, a California  
corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. 21-CIV-02057

[Assigned For All Purposes To The Hon.  
Nancy L. Fineman, Dept. 4]

NF

**REVISED ~~{PROPOSED}~~ ORDER AND  
JUDGMENT FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT AND  
FOR ATTORNEYS' FEES AND COSTS**

Date: October 24, 2023

Time: 2:00 p.m.

Dept: 4

1 The Motion for Final Approval of Class Action Settlement (“Motion”) came before this  
2 Court on October 24, 2023, at 2:00 p.m., in Department 4 of the San Mateo Superior Court  
3 located at 800 North Humboldt Street, San Mateo, CA 94401. Plaintiffs Lisa Skerl, Victoria  
4 Kropp, and Lori Roark (collectively “Plaintiffs”) appeared through their attorneys of record.  
5 Defendant Sutter Bay Hospitals (“Defendant”) appeared through its attorneys of record.

6 The Court, having considered the Joint Stipulation of Class Action and PAGA  
7 Settlement and Release (hereafter, the “Stipulation” or “Settlement Agreement”) to the  
8 Declaration of Aaron Bartz in Support of Plaintiff’s Motion for Final Approval of Class Action  
9 Settlement and having considered the Motion for Final Approval of Class Action Settlement  
10 and Plaintiffs’ Motion for Attorneys’ Fees and Costs (collectively, “Motions”), and having  
11 considered the respective points and authorities and declarations submitted by the parties in  
12 support of the Motions; and good cause appearing, HEREBY ORDERS, DECREES AND  
13 ADJUDGES AS FOLLOWS:

14 1. This Judgment Granting Final Approval of Class Action Settlement  
15 incorporates by reference the definitions set forth in the Settlement Agreement, attached as  
16 Exhibit “A” to the Declaration of Aaron A. Bartz filed with the Motions, and all terms used  
17 herein shall have the same meanings as set forth in the Settlement Agreement.

18 2. The Court hereby approves the terms set forth in the Settlement Agreement and  
19 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and in  
20 the best interests of the Class, and directs the Parties to effectuate the Settlement Agreement  
21 according to its terms. The Court has jurisdiction over the subject matter of this proceeding  
22 and over all Parties to this proceeding, including Class Members.

23 3. This Court certifies a Settlement Class under California Code of Civil  
24 Procedure section 382 for purposes of settlement only based on the reasons set forth in this  
25 Judgment, and defined as follows:

26 i. “CPMC Settlement Class” means all current and former nonexempt  
27 nurses and surgical technicians, and other current and former non-exempt  
28 employees of Defendant performing patient care who worked at California  
Pacific Medical Center (“CPMC”) during the Class Period.

1           ii. "MPMC Settlement Class" means all current and former nonexempt  
2 employees of Defendant who worked at Mills-Peninsula Medical Center  
3 ("MPMC") during the Class Period.

4           iii. "SBH Premium Calculation and Rounding Settlement Class" means  
5 all current and former non-exempt employees of Defendant who have been  
6 employed by SBH during the Class Period, excluding any members of the  
7 Hurtubise Settlement Class, the CPMC Settlement Class, and the MPMC  
8 Settlement Class.

9           4. Each member of the Settlement Class will release Defendant and the other  
10 Released Parties pursuant to the terms of the Settlement Agreement. Plaintiffs also release the  
11 Released Parties pursuant to the terms of the Settlement Agreement.

12           5. The distribution of the Notice of Pendency of Class Action and Proposed  
13 Settlement, Request for Exclusion Form and Objection Form ("Class Notice") to the Class as  
14 set forth in the Settlement Agreement has been completed in conformity with the Preliminary  
15 Approval Order. The Class Notice provided adequate notice of the proceedings and about the  
16 case, including the proposed settlement terms as set forth in the Settlement Agreement. The  
17 Class Notice fully satisfied due process requirements. The Class Notice was sent via U.S. Mail  
18 to all persons entitled to such notice and to all Class Members who could be identified through  
19 reasonable effort. As executed, the Class Notice was the best notice practicable under the  
20 circumstances. Class Members were afforded the opportunity to exclude themselves or object  
21 to the settlement. No Class Member objected to the settlement, and 67 class members excluded  
22 themselves from the settlement.

23           6. The Court finds that the Settlement Agreement has been reached as a result of  
24 informed and non-collusive arms-length negotiations. Consummation of the settlement in  
25 accordance with the terms and provisions of the Settlement Agreement is therefore approved.  
26 The Settlement Agreement shall be binding upon all members of the Class who did not timely  
27 opt-out. Class members who opted out of the settlement shall still be bound by the PAGA  
28 Release as set forth in the Settlement Agreement.

          7. The Settlement Agreement is not an admission by Defendants, nor is this

Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Judgment, the Settlement Agreement, or any document referred to herein, or any action taken to carry out the Settlement Agreement, shall be construed or deemed to be an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants.

8. The Gross Settlement Amount is \$12 million (\$12,000,000.00). The Gross Settlement Amount shall represent the total consideration to be paid by Defendants in connection with this settlement, except that Defendant shall also pay the employer's share of payroll taxes pursuant to the Settlement Agreement. Defendant shall have no further liability for costs, expenses, interest, taxes, attorneys' fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

9. The Court hereby confirms that named Plaintiffs Lisa Skerl, Victoria Kropp, and Lori Roark are approved as Class Representatives, and awards incentive payments as follows: \$7,500 to Lisa Skerl; \$7,500 to Victoria Kropp; \$7,500 to Lori Roark. The payments of the Class Representative enhancement awards shall be made in accordance with the terms of the Settlement Agreement.

10. The Court hereby approves the following as Class Counsel: Ross Shanberg and Shane Stafford of Shanberg Stafford LLP; and Aaron Bartz of Bartz Law Group APC. The Court further awards Class Counsel the amount of \$3,600,000 in attorneys' fees as follows:

Shanberg Stafford LLP - \$2,400,000;

Bartz Law Group APC - \$1,200,000.

Class Counsel shall also be awarded costs totaling \$21,566.33 as follows:

Shanberg Stafford LLP - \$17,449.74;

Bartz Law Group APC - \$4,116.59.

The attorneys' fees and costs authorized by this paragraph shall be paid in accordance with the terms of the Settlement Agreement.

11. The Court further approves the payment of \$67,000 to ILYM Group, Inc. for the fees and costs of administering the settlement as set forth in the Settlement Agreement. The

1 payment authorized by this paragraph shall be paid in accordance with the terms of the  
2 Settlement Agreement.

3 12. The Court hereby grants approval of the portion of the Settlement Agreement  
4 resolving Plaintiffs' PAGA claims ("PAGA Settlement"), including the settlement and release  
5 of the PAGA Claims from July 17, 2019 through January 31, 2023, as defined in the Settlement  
6 Agreement, and the payment of Two Hundred Forty Thousand Dollars (\$240,000) from the  
7 Gross Settlement Amount to resolve the PAGA claims ("PAGA Payment"), of which One  
8 Hundred Eighty Thousand (\$180,000) (75% of the PAGA Payment) will be distributed to the  
9 Labor Workforce and Development Agency (LWDA), with the remaining portion – Sixty  
10 Thousand Dollars (\$60,000) (25% of the PAGA Payment) – going to PAGA Members. PAGA  
11 Members shall be paid their portion of the Sixty Thousand Dollars (\$60,000) on a pro rata basis,  
12 based on their proportionate pay periods worked for Defendant from July 17, 2019 through  
13 January 31, 2023. The payment to each PAGA Member shall be made in the form of a check  
14 to be mailed to each of them pursuant to the Settlement Agreement. The payment to the LWDA  
15 shall be made in the form of a check to be mailed to the LWDA pursuant to the Settlement  
16 Agreement.

17 13. The Settlement Administrator shall promptly calculate and mail the checks to  
18 those Class Members who have not opted out and cause to be paid attorneys' fees, taxes, costs,  
19 and enhancements as approved by the Court and in accordance with the terms of the Settlement  
20 Agreement. A Class Member must cash his or her Settlement Share check within 180 calendar  
21 days after it is mailed to him or her. If the check remains uncashed by the expiration of the  
22 180-day period, the Settlement Administrator will keep an accounting of such funds, and will  
23 then disburse said funds to Legal Aid at Work.

24 14. The Parties agree that, upon final approval of the settlement, the Court shall enter  
25 Judgment on the terms set forth herein. The Court shall have continuing jurisdiction over the  
26 construction, interpretation, implementation and enforcement of the Settlement Agreement  
27 according to its terms, and over the administration and distribution of the settlement proceeds.  
28

1           15.    This Judgment shall be entered pursuant to the Settlement Agreement and is  
2 intended to effectuate the settlement as more fully described in the Settlement Agreement. In  
3 the event that the settlement does not become effective in accordance with the terms of the  
4 Settlement Agreement, then this Judgment shall be rendered null and void to the extent  
5 provided by and in accordance with the Settlement Agreement and shall be vacated.

6           16.    A Final Accounting is set for June 25, 2024, at 2 p.m. in Department 4 of the  
7 above-referenced Court, and five court days prior to the hearing, the parties shall file and serve  
8 a compliance report.

9 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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**SIGNED**

By /s/Fineman, Nancy

10/27/2023

11 Dated: \_\_\_\_\_

12 \_\_\_\_\_  
13 Judge of the Superior Court

14  
15 The court also incorporates its reasoning as set forth on the record and in the  
16 minute order of the hearing for final approval and attorneys' fees and costs as  
17 if set forth fully herein.

NF

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 4100 Newport Place, Suite 820, Newport Beach, California 92660.

THOMAS E. GEIDT  
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|                                                                         |                                         |
|-------------------------------------------------------------------------|-----------------------------------------|
| LWDA                                                                    | Labor and Workforce Development Agency/ |
| Via online submission                                                   | Department of Industrial Relations      |
| <a href="https://dir.tfaforms.net/315">https://dir.tfaforms.net/315</a> |                                         |

(X) BY ELECTRONIC TRANSMISSION: I transmitted a PDF version of this document by electronic mail to the party(s) identified on the above service list using the e-mail address(es) indicated. The parties agree that electronic service shall be the same as personal service.

(X) (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on October 25, 2023, at Newport Beach, California.

-6-  
[PROPOSED] ORDER AND JUDGMENT

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**PROOF OF SERVICE - C.C.P. §§ 1013A, 2015.5**  
**STATE OF CALIFORNIA, COUNTY OF ORANGE**

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 4100 Newport Place, Suite 820, Newport Beach, California 92660.

On October 31, 2023, I served true copies of the foregoing documents described as:  
**NOTICE OF ENTRY OF ORDER AND JUDGMENT RE FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FOR ATTORNEYS' FEES AND COSTS** on the interested parties in this action, addressed as follows:

THOMAS E. GEIDT

*Attorneys for Defendants*

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AMANDA OSOWSKI

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LWDA

*Labor and Workforce Development Agency/  
Department of Industrial Relations*

Via online submission

<https://dir.tfaforms.net/315>

(X) BY ELECTRONIC TRANSMISSION: I transmitted a PDF version of this document by electronic mail to the party(s) identified on the above service list using the e-mail address(es) indicated. The parties agree that electronic service shall be the same as personal service.

(X) (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on October 31, 2023, at Newport Beach, California.

/s/ Jordan Carter /s/  
Jordan Carter