

Ross E. Shanberg, Esq. (SBN 179842)
rshanberg@ssbfirm.com
Shane C. Stafford, Esq. (SBN 216151)
sstafford@ssbfirm.com
SHANBERG STAFFORD LLP
4100 Newport Place, Suite 820
Newport Beach CA 92660
Telephone: (949) 205-7515 / Fax: (949) 205-7144

Aaron A. Bartz, Esq. (SBN 198722)
aaron@bartzlawgroup.com
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, CA 92617
Tel: (949) 504-4413 / Fax: (949) 656-7760

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]

**[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: \$15,000 to Lisa Skerl; \$15,000 to Victoria Kropp; \$15,000 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 \$4,000,000 in attorneys' fees as follows:

Shanberg Stafford LLP - \$2,666,666.67;

Bartz Law Group APC - \$1,333,333.33.

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

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

16. A Final Accounting is set for _____, 2024 at _____ p.m.
in Department 4 of the above-referenced Court.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____
Judge of the Superior Court