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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]

**DECLARATION OF CLASS
REPRESENTATIVE LORI ROARK IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: January 31, 2023

Time: 2:00 p.m.

Dept: 4

1 I, LORI ROARK, declare as follows:

2 1. I am over the age of eighteen and am a Class Representative Plaintiff in the matter
3 *Skerl et al. v. Sutter Bay Hospitals*. The foregoing is based upon my personal knowledge and, if
4 called as a witness, I could and would competently testify thereto.

5 2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval
6 of Class Settlement.

7 3. I was previously employed by Defendant Sutter Bay Hospitals ("SBH" or
8 "Defendant") between 2017 and 2019 at SBH's Mills-Peninsula Medical Center (MPMC) as a
9 Lab Technician. During my time working for SBH, I was subjected to the same wage and hour
10 policies and practices that are at issue in this case, including the Defendant's practice of failing
11 to pay employees all wages owed, failing to provide meal periods, failing to authorize and permit
12 rest periods, failing to provide accurate wage statements, failing to pay myself and other hourly
13 employees the correct regular rate, and related issues.

14 4. Since the beginning of this case, I have been closely involved in assisting my
15 attorneys with prosecuting this action, and have done so diligently and aggressively since I filed
16 the Complaint in April 2021. Prior to getting involved in this case, I spoke with my attorneys for
17 many hours to understand the nature of the case, and shared with my attorneys the wage and hour
18 violations that I experienced over the years at SBH. Before becoming involved in the case, I also
19 spent several hours acquainting myself with my duties and obligations as a class action
20 representative, and my role in prosecuting this case against SBH.

21 5. After I became involved in this case, I assisted my attorneys in reviewing and
22 understanding the numerous documents exchanged in discovery. I reviewed many of SBH's
23 policy documents with my attorneys, and answered my attorneys' questions relating to those
24 documents. I was also able to connect my attorneys with other employees who could support the
25 claims being made in this case.

26 6. During the course of this case, I reviewed discovery responses from SBH, and
27 discussed various theories of the case with them, to ensure that the case moved forward against
28 SBH.

1 7. In August 2022, the parties agreed to go to Mediation, and I worked with my
2 attorneys to prepare for the Mediation. Because of a work conflict, I was unable to attend the
3 Mediation, but I monitored the proceedings and discussed the result of the Mediation with my
4 attorneys after its conclusion.

5 8. Since the date of the Mediation, I have communicated with my attorneys
6 regarding the settlement terms, and spent many hours reviewing the lengthy settlement
7 agreement, and ensuring that the settlement agreement is fair to all class members.

8 9. As detailed above, I actively participated in all stages of litigation and have been
9 continuously apprised of all aspects of this case. I believe that if not for my efforts and
10 persistence in this case, that the class members would have benefitted far less without my
11 involvement. I am an adequate representative of the hourly employees. My interests are the
12 same as the other hourly non-exempt employees, as SBH uniformly failed to provide compliant
13 meal and rest periods and has a uniform policy and practice to pay meal and rest break penalties
14 at its employees' base rate rather than the regular rate of pay. Additionally, SBH failed to
15 provide legally compliant pay stubs to the entirety of the class. I received the same uniform pay
16 stubs as every other hourly non-exempt employee, and I believe that there are other aspects with
17 the paystubs that are confusing and make it difficult to accurately confirm if the employees are
18 paid correctly.

19 10. I have been diligent, and I believe I acted above and beyond that which was
20 expected of me as a Class Representative throughout all stages of the litigation, up to and
21 including the settlement of this Class Action. I have no claim that was antagonistic to the class. I
22 accepted the potential risk of being liable for the opposing parties' costs if we were unsuccessful
23 in this lawsuit. I have accepted the stigma of being a class representative in a class action labor
24 dispute which could affect my future employability in the hospital industry.

25 11. I believe that the Class Action Settlement and PAGA representative settlement in
26 the gross amount of \$12,000,000.00 obtained on behalf of the class is excellent in view of the
27 complex and varied issues involved with the case. I took into consideration the strength and
28 weakness of the various claims for all employees and along with my attorneys agreed to the

1 settlement. I was prepared to sit for trial, if necessary. I strongly support the settlement in this
2 matter. When I was contemplating settlement, I always kept the best interests of the class and
3 the aggrieved employees in mind over my own and I was not willing to settle the matter until I
4 felt it was in the best interest of all class members and aggrieved employees.

5 12. In addition to performing work on this matter, I assumed a substantial risk in
6 serving as a class representative if the Defendant prevailed in this case. My willingness to
7 assume the financial risk was and is significant. Although I was confident in the merits of this
8 lawsuit, I do not have any substantial savings and bringing this lawsuit was a serious
9 commitment on my behalf and exposed myself to considerable risk. My attorneys have advised
10 me that California law provides that the losing party must pay the prevailing party's costs. As
11 such, if the Defendant had prevailed in this case, I would have been subjected to a cost award in
12 the amount of tens of thousands of dollars. Notwithstanding these risks, I chose to serve in my
13 capacity as Class Representative and pursue all claims against Defendant.

14 13. Finally, I have signed a general release of all claims up through the date of final
15 approval of the settlement. This is also significant because months prior to terminating my
16 employment at SBH, I believed I was subject to age discrimination, and I was singled out for
17 failing to perform certain tasks due to my age, even though other younger employees were not
18 affected in the same way. Because of that, I may have been able to file and recover additional
19 sums based on how I was treated at SBH. Nevertheless, I pursued this case to stop SBH's
20 unlawful wage practices, and to right the wrongs that SBH imposed on myself and other non-
21 exempt employees. As such, I believe that \$15,000 for my class representative incentive award
22 is fair and reasonable.

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

25 Executed on 12/8/2022 at Salem, OR, California.

26 DocuSigned by:

27 *Lori Roark*

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Lori Roark