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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

CARLA ZAYAC, on behalf of herself and others
similarly situated and as a proxy for the state of
California,

Plaintiff,

vs.

SUTTER VALLEY MEDICAL FOUNDATION,
a California corporation; SUTTER VALLEY
HOSPITALS, a California corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No. 34-2021-00293728

*[Assigned for all purposes to Department 28,
Hon. Lauri A. Damrell]*

**DECLARATION OF DENNIS S. HYUN IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Preliminary Approval of Class Action
and PAGA Settlement; Declaration of William L.
Marder; Declaration of Majed Dakak;
Declaration of Carla Zayac [Proposed] Order]*

Date: March 17, 2023
Time: 9:00 a.m.
Department: 28

Reservation No.: 2707268
Complaint Filed: February 2, 2021
FAC Filed: March 3, 2021

1 I, Dennis S. Hyun, hereby declare and state as follows:

2 1. I am an attorney at law duly admitted to practice before all courts in the State of
3 California and am a member of the law firm of the Hyun Legal, APC, one of the attorneys of record for
4 Plaintiff Carla Zayac (“Plaintiff”) in the above-entitled action.

5 2. I have personal knowledge of the matters set forth herein, and if called upon as a witness
6 to testify thereto, I could and would competently do so.

7 3. I am one of the primary attorneys on this matter. My qualifications are as follows: I
8 received my JD from Loyola Law School in 2002. I was named to the Dean’s Honor List from 2000-
9 2002. During law school, I was a Senior Research Editor for Loyola International & Comparative Law
10 Review. I was also a research assistant for Professor Levenson, an extern at the U.S. District Court for
11 the Honorable Audrey B. Collins, and a clerk at the U.S. Attorney’s Office, Criminal Division. I also
12 served as a summer law clerk at the white-collar criminal defense firm, Lightfoot, Vandavelde, *et al.*,
13 which became part of Crowell & Moring LLP. Upon graduation from law school, I served as a research
14 attorney in the Los Angeles County Superior Court for the Hon. J. Stephen Czuleger, the Hon. Owen
15 Lee Kwong, the Hon. Laurie D. Zelon, and the Hon. Joanne B. O’Donnell. After my clerkship ended, I
16 practiced as a labor and employment associate for the next 8 years, including most recently as a senior
17 associate at Seyfarth Shaw LLP, as well as DLA Piper LLP (US), and Morgan, Lewis & Bockius LLP. I
18 am currently a shareholder in the law firm Hyun Legal, APC.

19 4. My primary practice has been employment law throughout my entire private career. I
20 have handled a number of wage and hour matters including class actions and individual actions, on
21 behalf of plaintiffs and defendants. I have a practice that encompasses cases in the Orange County
22 Superior Courts, the Los Angeles County Superior Courts, the San Diego County Superior Courts, the
23 United States District Courts for the Southern, Central, Northern and Eastern Districts of California, the
24 California Court of Appeal, and the Ninth Circuit.

25 5. I have served as Class Defense Counsel in a number of wage and hour class actions,
26 including but not limited to: *Bradley v. Networkers Int’l, LLC*, 211 Cal. App. 4th 1129 (2012); *Chiu v.*
27 *Citrix Systems, Inc.*, C.D. Cal. Case No. SACV11-01121 DOC (RNBx); *Hodge v. Aon Insurance*, Los
28 Angeles Sup. Ct. Case No. BC 265725; *Hoyng v. Aon Insurance*, Los Angeles Sup. Ct. Case No. BC
377184; *Jimenez v. Allstate Ins. Co.*, C.D. Cal. Case No. CV10-08486 JAK (FFMx); *Marino v. BP West*

1 *Coast Products*, Los Angeles Sup. Ct. Case No. BC 357987; *McEntee v. Ryland Homes*, Los Angeles
2 Sup. Ct. Case No. BC 390868; *McKinstry v. Accenture*, C.D. Cal. Case No. SACV11-1335 DOC (ANx);
3 *Munoz v. Decron Properties*, Los Angeles Sup. Ct. Case No. BC387644; and *Rodriguez v. BP West*
4 *Coast Products*, Los Angeles Sup. Ct. Case No. BC 350736. As defense counsel, I have taken over 50
5 class member and individual/representative plaintiff depositions. I have drafted class certification and
6 decertification papers, including in *Bradley*, which was initially affirmed by the Court of Appeal, but
7 reversed pursuant to *Brinker v. Superior Court*, 53 Cal. 4th 1003 (2012).

8 6. Currently, I am and/or was lead plaintiff's counsel in the following wage and hour class
9 or representative actions: *Asad v. Chevron Stations, Inc.*, Los Angeles Sup. Ct. Case No. BC470198;
10 *Barrera v. Home Depot (USA), Inc.*, N.D. Cal. Case No.: C 12 5199 LHK (HRL); *Bararsani v. Coldwell*
11 *Banker*, Los Angeles Sup. Ct. Case No. BC495767; *Barreras v. Michaels Stores, Inc.*, N.D. Cal. Case
12 No. C12-04474 PJH; *Brown v. CVS Pharmacy, Inc.*, C.D. Cal. Case No. 2:15-cv-07631-PSG-PJW;
13 *Chatman v. RMI Int'l, Inc.*, Los Angeles Sup. Ct. Case No. BC 495755; *Chavez v. Converse, Inc.*, N.D.
14 Cal. Case No. 15-cv-03746-NC; *Dynabursky v. AlliedBarton, LLC, et al.*, C.D. Cal. Case No. 8:12-cv-
15 02210-JLS-RNB; *Gonzales v. Wells Fargo Bank, N.A.*, Los Angeles Sup. Ct. Case No. BC502826; *Lao*
16 *v. H&M Hennes & Mauritz*, N.D. Cal. Case No. 5:16-cv-333 EJD; *Lee v. The Pep Boys Manny Moe &*
17 *Jack of California*, Los Angeles Sup. Ct. Case No. BC 496075; *Magadia v. Wal-Mart Assocs.*, N.D. Cal.
18 Case No. 5:17-cv-00062-LHK; *Naranjo v. Bank of America, N.A.*, N.D. Cal. Case No. C 14-02748
19 LHK; *Ortegon-Ramirez v. Cedar Fair*, Santa Clara Sup. Ct. Case No. 1-13-CV-254098; *Pace v.*
20 *PetSmart, Inc.*, C.D. Cal. Case No. SACV13-500 DOC; *Rodriguez v. NIKE Retail Services, Inc.*, N.D.
21 Cal. Case No. 5:14-CV-1508 BLF; *Stafford v. Brink's, Incorporated*, Case No. CV 14-01352 MWF
22 (PLAx) and *Vass v. Gardner Trucking*, San Joaquin Sup. Ct. Case No. 39-2013-294819-CU-OE-STK.
23 Additionally, in *Chavez*, Case No. 15-cv-03746-NC, *Dynabursky* Case No. 8:12-cv-02210-JLS-RNB,
24 *Pace*, Case No. SACV13-500 DOC, *Rodriguez*, Case No. 5:14-CV-1508 BLF, *Stafford*, Case No. 14-
25 01352 MWF (PLAx), *Gonzales*, Los Angeles Sup. Ct. Case No. BC502826, and *Magadia*, Case No.
26 5:17-cv-00062-LHK, I was certified as class counsel pursuant to the plaintiff's motion for class
27 certification. Further, in *Stafford* and *Magadia*, we tried these certified class claims via bench trial and
28 prevailed. In *Magadia*, we obtained a \$102 million judgment for the class against Walmart, but was

1 reversed by the Ninth Circuit. Moreover, I have been approved as class counsel in connection with
2 numerous class settlements.

3 7. On or about November 25, 2020, Plaintiff sent written notice to Defendant Sutter Valley
4 Hospitals (“Sutter” or “Defendant”) and to the California Labor & Workforce Development Agency
5 (“LWDA”) of Defendants’ violations of Labor Code §§ 201-204, 226, 226.7, 246, and 512, pursuant to
6 Labor Code § 2698, *et seq.* On that basis, on February 2, 2021, Plaintiff filed her initial Class Action and
7 Representative Complaint in this Action in the Sacramento County Superior Court alleging Violation of
8 Labor Code § 201, 233, 246; Violation of Labor Code § 226; Violation of Labor Code § 226.7 & 512;
9 Violation of Labor Code § 2698, *et seq.* and Violation of Business & Professions Code § 17200, *et seq.*
10 On March 3, 2021, Plaintiff filed a First Amended Complaint solely adding an additional potential
11 defendant Sutter Valley Medical Foundation.

12 8. On September 9, 2022, the Parties participated in a full-day, arms-length mediation
13 before Michael J. Loeb of JAMS. With the assistance of the mediator, the Parties were able to come to a
14 settlement of the sick pay claims in the Action, subject to the Court’s approval. The Parties specifically
15 excluded from their release any meal and rest period claims, as such claims are subsumed in prior settled
16 class and PAGA actions. Therefore, the release in this case is narrower than the claims actually pled. *Id.*
17 The settlement was memorialized in a Memorandum of Understanding, subject to later completion of
18 this long-form Agreement. Attached hereto as **Exhibit “A”** is a true and correct copy of the Joint
19 Stipulation for Class Action and PAGA Settlement and Release, which attaches the Court-Approved
20 Notice of Pendency of Class Action Settlement and Final Hearing as **Exhibit 1** thereto.

21 9. Plaintiff propounded Special Interrogatories and Requests for Production of Documents.
22 In response, Defendant’s counsel proposed placing a hold on formal litigation and discovery and instead
23 engaging in private mediation. The Parties engaged in a thorough study of the legal principles and facts
24 applicable to the claims Plaintiff alleged and defenses Defendant might assert. Defendant provided sick
25 pay payroll data for 14,148 class members. Plaintiff’s counsel then retained EconOne, a damages expert,
26 to calculate damages. Plaintiff’s expert calculated the underlying damages at \$1,184,018, Labor Code §
27 203 penalties at \$49,909,406, Labor Code § 226 penalties at \$5,885,800, and PAGA penalties at
28 \$13,202,340, for a total exposure of \$70,181,564. The \$4.75 million Maximum Settlement Amount
therefore represents 6.77% of the total exposure. This, however, presupposes that Plaintiff will prevail

1 and that the Court would find willfulness and knowing and intentional violations, as well as award 100%
2 of PAGA penalties. Defendant's willingness to engage in informal discovery enabled Plaintiff to
3 evaluate the full scope of Defendant's potential liability. It is expected that, on average, each Class
4 Member would be allocated \$168.63 (*after* all requested payments from the Maximum Settlement
5 Amount). The amount paid on average to each Class Member may increase, depending on how many
6 Class Members opt out of the class action settlement. The amount actually paid to any Class Member
7 may increase or decrease depending on his or her number of Compensable Workweeks during the Class
8 Period.

9 10. Each side has apprised the other of their respective factual contentions, legal theories and
10 defenses, resulting in extensive arms' length negotiations taking place among the Parties. Based on their
11 own independent investigation and evaluation, the Parties and their respective counsel are of the opinion
12 that the Settlement for the consideration and on the terms set forth in the Class Action Settlement
13 Agreement are fair, reasonable, and adequate and the settlement is in the best interests of the Class and
14 Defendant in light of all known circumstances and the expenses and risks inherent in litigation. Plaintiff
15 is aware that Defendant may raise defenses on the reduction of PAGA penalties and that these
16 arguments could be persuasive to the Court. Thus, even if Plaintiff were to successfully prove his
17 claims at trial, there is a possibility that the Court may only award a small percentage of the maximum
18 PAGA penalties, as the Court has discretion to do so. The Gross Settlement Amount was premised with
19 these risks in mind associated with the possibility of the Court denying class certification, refusing to
20 award waiting time penalties, and significantly reducing Plaintiff's PAGA penalties, along with other
21 attendant risks.

22 11. Plaintiff also believes in the fairness of the settlement that is based on factoring in the
23 uncertainty and risks to Plaintiff involved in not prevailing on one or more of the causes of action or
24 theories alleged in the operative Complaint, the possibility of appeals.

25 12. Plaintiff and Plaintiff's counsel are adequate representatives in that they have no conflicts
26 with the class and will adequately represent the class.

27 13. Counsel for Defendant has performed diligence and informed counsel for Plaintiff that
28 the Class Members in this matter do not require a Class Notice interpreted in Spanish as they can read
and understand English due to their required job duties

14. Counsel for Defendant has performed diligence related to the selection of class settlement administration. Phoenix Settlement Administrators is a well-recognized class action settlement administrator who quoted me a Settlement Administration Costs not to exceed \$62,500.00 to send notices and administer the settlement. Phoenix Settlement Administrators was the lowest quote received after obtaining quotes from two other established administrators CPT, which quoted \$85,923.10, and ILYM, which quoted \$76,990.

15. On February 9, 2023, I uploaded the Settlement Agreement, the Motion for Preliminary Approval, and the Proposed Order on the LWDA's website.

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

Executed on February 9, 2023, at Los Angeles, California.


Dennis S. Hyun

EXHIBIT A

1 [Counsel listed on next page]
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF SACRAMENTO
12

13 CARLA ZAYAC, as a proxy for the State of
14 California,

15 Plaintiffs,

16 vs.

17 SUTTER VALLEY MEDICAL
18 FOUNDATION, a California corporation;
19 SUTTER VALLEY HOSPITALS, a
20 California corporation; and DOES 1 through
21 50, inclusive,

22 Defendants.
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Case No. 34-2021-00293728

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE**

Complaint Filed: February 2, 2021

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Attorneys for Defendant
19 SUTTER VALLEY HOSPITALS
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1. This Joint Stipulation for Class Action and PAGA Settlement Agreement and Release (“**Agreement**” or “**Stipulation**”) is made by and between Plaintiff Carla Zayac (“**Plaintiff**”), on behalf of herself and all members of the Settlement Class, as defined below, and as proxy for the State of California, on the one hand, and Defendant Sutter Valley Hospitals (“**Sutter**” or “**Defendant**”), on the other hand (collectively, “the **Parties**”), in the above-captioned matter.

DEFINITIONS

2. In addition to the terms defined above, the terms below shall have the following meanings:

A. **“Action”** means Plaintiff’s lawsuit against Sutter captioned *Carla Zayac v. Sutter Valley Medical Foundation, Sutter Valley Hospitals, et al.*, Case No. 34-2021-00293728, initiated on February 2, 2021 in the Superior Court of the State of California, County of Sacramento.

B. **“Class” or “Settlement Class”** means all non-exempt employees who have been employed by Defendant in California from August 8, 2016 through the Class Period End Date and who, during that period, recorded paid sick leave in at least one workweek and also received, in that same workweek, nondiscretionary remuneration other than base hourly wages.

C. **“Class Counsel”** means William L. Marder of Polaris Law Group, Majed Dakak of Kesselman Brantly Stockinger LLP, and Dennis S. Hyun of Hyun Legal APC. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

D. **“Class Counsel Award”** means the amount allocated to Class Counsel for reimbursement of its reasonable attorneys’ fees and expenses incurred to prosecute the Action, as approved by the Court.

E. **“Class Data”** means information regarding Class Members that Defendant shall compile from its records, as authorized by the Court, and transmit securely to the Settlement Administrator, including each Class Member’s name, last known mailing address; Social Security number; last known telephone number; dates of employment, and other information necessary for the Settlement Administrator to calculate the number of Compensable Workweeks worked during the Class and PAGA Periods.

1 F. **“Class Member”** or **“Settlement Class Member”** means a member of the Class,
2 as either a Participating Class Member or Non-Participating Class Member (including a Non-
3 Participating Class Member who qualifies as a PAGA-Eligible Employee.)

4 G. **“Class Members’ Released Claims”** means the claims being released by the
5 Participating Class Members, as described in Paragraph 20 below.

6 H. **“Class Notice”** means the Court-Approved Notice of Pendency of Class Action
7 Settlement and Final Hearing, to be mailed to Class Members in the form, without material
8 variation, attached as Exhibit A and incorporated by reference into this Agreement.

9 I. **“Class Period”** means the period from August 8, 2016 through the Class Period
10 End Date.

11 J. **“Class Period End Date”** means the date on which the Court enters its
12 Preliminary Approval Order.

13 K. **“Class Representative”** means Carla Zayac, the named Plaintiff in the operative
14 complaint in the Action, who is seeking Court approval to serve as the Class Representative.

15 L. **“Class Representative Service Award”** means the amount to be paid to the Class
16 Representative for initiating the Action and providing services in support of the Action, as
17 approved by the Court.

18 M. **“Compensable Workweeks”** means any workweek during the Class Period,
19 including the PAGA Period, in which a Class Member performed at least one hour of work,
20 recorded paid sick leave, and received nondiscretionary remuneration aside from base hourly
21 wages.

22 N. **“Court”** means the Sacramento County Superior Court presiding over the
23 settlement approval process.

24 O. **“Defense Counsel”** means Thomas E. Geidt, Teresa W. Ghali, and Amanda M.
25 Osowski of GBG LLP.

26 P. **“Effective Date”** is the date on which the Settlement becomes “Final,” which
27 means the latest date on which the following events have occurred: (i) the Superior Court has
28 granted Final Approval and entered its Final Judgment approving the Settlement, without material

1 modification, if there are no objections, or (ii) if there are any objections, the day after the
2 deadline for filing a notice of appeal from the Final Judgment has passed without a timely appeal
3 having been filed; or (iii) if a timely appeal from the Final Judgment is filed, the day after the
4 appellate court affirms the Judgment and issues a remittitur.

5 Q. **“Final Approval”** means the Court’s order granting final approval of the
6 Settlement

7 R. **“Final Approval Hearing”** means the Court’s hearing on the Motion for Final
8 Approval of the Settlement.

9 S. **“Final Judgment”** means the Judgment entered by the Court upon granting Final
10 Approval of the Settlement.

11 T. **“Individual Class Payment”** means the Participating Class Member’s pro rata
12 share of the Net Settlement Amount calculated according to the number of Compensable
13 Workweeks worked during the Class Period, as explained below in Paragraph 16.

14 U. **“Individual PAGA Payment”** means the pro rata share of 25% of the PAGA
15 Payment, calculated according to the number of Compensable Workweeks worked during the
16 PAGA Period by the Class Members, whether or not they requested to be excluded from the
17 Settlement, as explained below in Paragraph 17.

18 V. **“LWDA”** means the California Labor and Workforce Development Agency.

19 W. **“LWDA Notice”** means the November 25, 2020 PAGA letters that Class Counsel
20 sent to the LWDA and Defendant on behalf of Plaintiff Carla Zayac, providing notice pursuant to
21 Labor Code section 2699.3(a).

22 X. **“LWDA PAGA Payment”** means the 75% of the PAGA Payment paid to the
23 Labor and Workforce Development Agency under Labor Code section 2699(i).

24 Z. **“Maximum Settlement Amount”** means \$4,750,000.00, which is the total amount
25 Defendant shall have to pay under the Settlement, except as provided in Paragraph 19 below
26 regarding employer payroll taxes on the wage payments being made under the Settlement. The
27 Maximum Settlement Amount will be used to pay Individual Class Payments, Individual PAGA
28 Payments, the LWDA PAGA Payment, the Class Counsel Award for fees and costs, the Class

1 Representative Service Payment, and the Settlement Administration Costs. This excludes the
2 employer's contribution of payroll taxes due on the settlement payments apportioned as wages,
3 which Defendant will pay outside of the Maximum Settlement Amount.

4 AA. **"Net Settlement Amount"** means the Maximum Settlement Amount, less the
5 Class Counsel Award, the Class Representative Service Award, the PAGA Payment, and the
6 Settlement Administration Costs.

7 BB. **"Non-Participating Class Member"** means any Class Member who opts out of
8 the Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion

9 CC. **"Objection"** means a Class Member's valid and timely submission of a written
10 objection to the Settlement to the Settlement Administrator within the Response Deadline,
11 provided that the Class Member did not submit a Request for Exclusion.

12 DD. **"PAGA"** means the California Private Attorneys General Act (Labor Code §§
13 2698. *et seq.*

14 EE. **"PAGA-Eligible Employees"** means those Class Members who have been
15 employed as non-exempt employees of Defendant during the PAGA Period and who, in at least
16 one workweek during the PAGA Period, recorded paid sick leave and received, during the same
17 workweek, non-discretionary remuneration other than base hourly wages.

18 FF. **"PAGA Payment"** means \$475,000.00, which is the total amount of PAGA civil
19 penalties to be paid from the Maximum Settlement Amount, subject to the Court's approval, in
20 settlement of the PAGA claims in this Action. Of this amount, 75% (\$356,250.00) will be paid to
21 the LWDA and 25% (\$118,750.00) will be distributed as the Individual PAGA Payments to the
22 PAGA-Eligible Employees, whether or not they opted out of the Class Settlement.

23 GG. **"PAGA Period"** means the period from May 31, 2019 through the Class Period
24 End Date.

25 HH. **"PAGA Released Claims"** means the PAGA claims being released as described in
26 Paragraph 21 below.

27 II. **"Participating Class Member"** means a Class Member who does not submit a
28 valid and timely Request for Exclusion from the Settlement.

JJ. **“Preliminary Approval Order”** means the Court’s Order Granting Preliminary Approval of the Settlement.

KK. **“Released Parties”** means Defendant, and all of its former and present parents, corporate members, subsidiaries, divisions, and affiliated companies, and their respective officers, directors, employees, partners, shareholders, agents, insurers, successors, assigns, and legal representatives.

LL. **“Released Claims Period”** for Participating Class Members means the period from August 8, 2016 through the Class Period End Date. For the PAGA claims it means the period from May 31, 2019 through the Class Period End Date.

MM. **“Request for Exclusion”** means a Class Member’s valid and timely submission of a written request to the Settlement Administrator to be excluded from the Class Settlement, signed by the Class Member.

NN. **“Response Deadline”** means 60 days after the Settlement Administrator mails the Class Notice to the Class Members, and shall be the last date on which Class Members may mail (1) Requests for Exclusion from the Settlement, (2) an Objection to the Settlement, or (3) a dispute over the number of Compensable Workweeks attributed to them in the Class Notice.

OO. **“Settlement”** means the final and complete disposition of the Action effected by this Agreement and the Judgment.

PP. **“Settlement Administrator”** or **“Administrator”** means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement, as approved by the Court.

QQ. **“Settlement Administration Costs”** means the Court-approved fees and reasonable costs incurred by the Settlement Administrator to administer the Settlement, to be reimbursed to the Settlement Administrator from the Maximum Settlement Amount.

RECITALS

3. **Procedural History.** On February 2, 2021, Plaintiff filed her initial Complaint in this Action in Sacramento County Superior Court on behalf of herself and all others similarly situated asserting claims pursuant to the California Labor Code and the Business & Professions

1 Code § 17200, *et seq.* On March 3, 2021, Plaintiff filed a First Amended Complaint alleging a
2 putative class action based on the substantive claims in the original complaint: 1) Violation of
3 Labor Code § 201, 233, 246; 2) Violation of Labor Code § 226; Violation of Labor Code § 226.7
4 & 512; Violation of Labor Code § 2698, *et seq.* and Violation of Business & Professions Code §
5 17200, *et seq.*

6 4. **Mediation.** On September 9, 2022, the Parties participated in a full-day, arms-
7 length mediation before Michael J. Loeb of JAMS. With the assistance of the mediator, the
8 Parties were able to come to a settlement of the claims in the Action, subject to the Court's
9 approval. The settlement was memorialized in a Memorandum of Understanding, subject to later
10 completion of this long-form Settlement Agreement.

11 5. **Benefits of Settlement to Plaintiff and the Class Members.** Plaintiff and Class
12 Counsel recognize the expense and length of continued proceedings necessary to litigate
13 Plaintiff's disputes in the Lawsuit through trial and through any possible appeals. Plaintiff has
14 also taken into account the uncertainty and risks of the outcome of further litigation, and the
15 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
16 the burdens of proof necessary to establish liability for the claims asserted in the Lawsuit, both
17 generally and in response to Defendant's defenses thereto, and the difficulties in establishing
18 damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel
19 also have taken into account Defendant's agreement to enter into a settlement that confers
20 substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class
21 Counsel have determined that the Settlement set forth in this Agreement is fair, adequate, and
22 reasonable and is in the best interests of all Class Members.

23 6. **Defendant's Reasons for Settlement.** Defendant has concluded that further defense
24 of the Action would be protracted and expensive. Substantial amounts of Defendant's time,
25 energy, and resources have been, and unless this Settlement is completed, shall continue to be,
26 devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account
27 the risks of further litigation in reaching its decision to enter into this Settlement. Even though
28 Defendant contends it is not liable for any of the claims alleged by Plaintiff in the Action and

1 denies any liability whatsoever, Defendant, nonetheless, has agreed to settle in the manner and
2 upon the terms set forth in this Stipulation and to fully and finally put to rest the claims alleged in
3 the Action. Defendant has asserted and continues to assert that the claims alleged by Plaintiff
4 have no merit and do not give rise to any liability, damages, restitution, penalties or other
5 payments. This Settlement is a compromise of highly-disputed claims. Nothing contained in this
6 Agreement, no documents referred to herein, and no action taken to carry out this Agreement,
7 shall be construed or used as an admission by or against Defendant as to the merits or lack thereof
8 of the claims asserted in the Lawsuit. Defendant contends that it has complied with all applicable
9 state, federal and local laws. In the event this Settlement does not obtain final approval,
10 Defendant retains all rights it has to defend itself in this matter and to take any actions in defense
11 of itself that are available to it.

12 7. **Dismissal of Sutter Valley Medical Foundation.** Although Plaintiff's Complaint
13 names Sutter Valley Medical Foundation ("SVMF") as a defendant in the Action, Plaintiff
14 understands that Sutter Valley Hospitals was the entity that employed Plaintiff at all times
15 material herein. Consequently, Plaintiff agrees to voluntarily dismiss the operative Complaint
16 without prejudice as to all claims against SVMF. The Parties understand and agree that the
17 dismissal without prejudice of SVMF will likely need to be done pursuant to a stipulation and
18 proposed order subject to the Court's approval. Such dismissal is a material term of this
19 Agreement.

20 **CLASS CERTIFICATION**

21 8. **Stipulated Settlement Class.** Solely for purposes of settling the Action, the
22 Parties have agreed to the certification of a Settlement Class consisting of Defendant's non-
23 exempt employees who have been employed in California from August 8, 2016 through the Class
24 Period End Date and who, during that period, recorded paid sick leave in at least one workweek
25 and also received, in that same workweek, nondiscretionary remuneration other than base hourly
26 wages.

27 9. **Certification Is for Settlement Only.** For purposes of this Settlement, the Parties
28 stipulate and agree that the requisites for establishing class certification with respect to the Class

1 have been met and are met. More specifically, for purposes of settlement only, the Parties
2 stipulate and agree that the Settlement Class is ascertainable and so numerous as to make it
3 impracticable to join all Class Members; and that there are common questions of law and fact
4 including, but not limited to, whether Defendant failed to provide the Class Members with paid
5 sick leave in accordance with the Healthy Workplaces, Healthy Families Act of 2014
6 (“HWHFA”), Labor Code §§ 245-249 at the regular rate of pay; whether Defendant derivatively
7 failed to furnish accurate, itemized wage statements to all Class Members in accordance with
8 Labor Code section 226; and whether Defendant is liable to the Class Members for derivative
9 waiting time penalties pursuant to Labor Code section 203, among other common issues.

10 10. **Certification Stipulation Nullified if Settlement Not Approved.** Should this
11 Settlement not become final, for whatever reason, the fact that the Parties were willing to stipulate
12 provisionally to class certification as part of the Settlement shall have no bearing on, and shall not
13 be admissible in connection with, the issue of whether a class should be certified in a non-
14 settlement context in the Action. Defendant expressly reserves its right to oppose class
15 certification should this Settlement not become final.

16 **MONETARY TERMS OF THE SETTLEMENT**

17 11. **Maximum Settlement Amount.** The claims of all members of the Settlement
18 Classes and the PAGA-Eligible Employees, collectively, are settled for a maximum sum of Four
19 Million, Seven Hundred Fifty Thousand Dollars and Zero Cents (\$4,750,000.00) (“the Maximum
20 Settlement Amount”). This Maximum Settlement Amount is inclusive of the Class Counsel
21 Award, which includes Class Counsel’s reasonable attorneys’ fees and costs; the Class
22 Representative Service Payment to Plaintiff Carla Zayac; the Settlement Administration Costs;
23 and the PAGA Payment to the LWDA and the PAGA-Eligible Employees, all as approved by the
24 Court. This excludes the employer’s contribution of payroll taxes due on the settlement payments
25 apportioned as wages, which Defendant will pay outside of the Maximum Settlement Amount.

26 12. **Class Counsel Award.** Class Counsel shall be entitled to request attorneys’ fees
27 in an amount not to exceed Thirty-Five Percent (35%) of the Maximum Settlement Amount,
28 which amounts to One Million Six Hundred Sixty-Two Thousand Five Hundred Dollars and Zero

1 Cents (\$1,662,500.00). In addition, Class Counsel shall be entitled to request an award of costs
2 associated with Class Counsel's prosecution of the Action not to exceed Forty Thousand Dollars
3 and Zero Cents (\$40,000.00). Class Counsel's request for such attorneys' fees and costs shall be
4 subject to approval from the Court. Defendant agrees not to oppose or object to Class Counsel's
5 requests for attorneys' fees or costs up to these amounts. In the event the Court awards Class
6 Counsel less than these (or any other) requested amounts, the difference shall become part of the
7 Net Settlement Amount and shall be distributed to Participating Class Members as part of their
8 Individual Settlement Awards. Class Counsel shall be solely and legally responsible to pay all
9 applicable taxes on the Class Counsel Award. Class Counsel shall provide the Settlement
10 Administrator with properly completed and signed copies of IRS Form W-9 in order for the
11 Settlement Administrator to process the Class Counsel Award approved by the Court. The
12 Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the amount of the
13 Class Counsel Award.

14 13. **Class Representative Service Award.** For purposes of this Settlement only, the
15 Parties agree to the designation of Plaintiff Carla Zayac as the Class Representative. In
16 recognition of her time and effort in bringing and presenting the Action and for releasing the
17 Plaintiff's Released Claims, Plaintiff shall request a Class Representative Service Award not to
18 exceed Fifteen Thousand Dollars (\$15,000.00). Plaintiff's request for such award shall be subject
19 to approval from the Court. Defendant agrees not to oppose or object to Plaintiff's request for a
20 Class Representative Service Award that does not exceed this amount. The Class Representative
21 Service Award will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to
22 the Settlement. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for her
23 Class Representative Service Award. Plaintiff shall be solely and legally responsible to pay any
24 and all applicable taxes on her Class Representative Service Award. Any amount requested by
25 Plaintiff for the Class Representative Service Award and not awarded by the Court shall become
26 part of the Net Settlement Amount and shall be distributed to Participating Class Members as part
27 of their Individual Settlement Awards.
28

1 14. **Settlement Administration Costs.** Subject to the Court's approval, Defendant
2 shall reimburse the Settlement Administration Costs, which are estimated not to exceed Sixty-two
3 Thousand Five Hundred (\$62,500.00), which shall be paid from the Maximum Settlement
4 Amount. Prior to the filing of Plaintiff's Motion for Final Approval of the Settlement, the
5 Settlement Administrator shall provide the Parties with a statement detailing the Settlement
6 Administration Costs to date.

7 15. **PAGA Payments.** Defendant shall pay a total of \$475,000.00 to resolve the
8 claims asserted by Plaintiff in the Action, as proxy for the State of California, for civil penalties
9 under PAGA. Seventy-five percent (75%) of this amount (\$356,250.00) will be paid to the
10 LWDA. The remaining twenty-five percent (25%) (\$118,750.00) will be distributed to the
11 PAGA-Eligible Employees, based on their proportionate share of Compensable Workweeks
12 worked during the PAGA Period.

13 16. **Individual Class Payments.** The Settlement Administrator will determine the
14 Net Settlement Amount by deducting the Class Counsel Award of fees and costs, the Class
15 Representative Service Award, the PAGA Payment and the Settlement Administrator Costs from
16 the Maximum Settlement Amount. The Settlement Administrator will distribute the Individual
17 Class Payments to the Participating Class Members from the Net Settlement Amount. The
18 Administrator will calculate each Participating Class Member's Individual Class Payment by
19 determining the total number of Compensable Workweeks worked by all Participating Class
20 Members during the Class Period, dividing that number into the Net Settlement Amount to
21 determine the per-workweek value of each Compensable Workweek, and then multiplying that
22 sum by the number of Compensable Workweeks worked by each Participating Class Member
23 during the Class Period.

24 17. **Individual PAGA Payments.** The Settlement Administrator will calculate each
25 eligible employee's Individual PAGA Payment by dividing the 25% portion of the PAGA
26 Payment to be distributed to those individuals, i.e. One Hundred Eighteen Seven Hundred Fifty
27 Thousand Dollars and Zero Cents (\$118,750.00), by the total number of Compensable
28 Workweeks worked by all of the PAGA-Eligible Employees during the PAGA Period to derive

1 the per-workweek value of the Individual PAGA Payments, and then multiplying that sum by the
2 number of Compensable Workweeks worked by each such employee during the PAGA Period.

3 18. **Tax Treatment of Individual Class and PAGA Payments.** Individual
4 Settlement Awards shall be allocated as follows: 20% as alleged unpaid wages subject to all
5 applicable tax withholdings; and 80% as alleged unpaid interest and penalties. The Settlement
6 Administrator shall issue an IRS Form W-2 to each Participating Class Member for the portion of
7 each Individual Settlement Award allocated as alleged unpaid wages and subject to all applicable
8 tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each
9 Participating Class Member for the remaining portion of each Individual Settlement Award. The
10 Settlement Administrator shall also issue an IRS Form 1099 for the Individual PAGA Payments.
11 The non-wage portions of the Individual Settlement Awards and the entirety of the Individual
12 PAGA Payments will be allocated as non-wage penalties and interest and not be subject to payroll
13 tax withholdings.

14 19. **Employer Payroll Taxes.** The Maximum Settlement Amount shall resolve,
15 satisfy and completely extinguish all of Defendant's liability with respect to the Class Members,
16 except that Defendant shall be responsible for paying the employer's share of payroll taxes on the
17 portion of the Individual Settlement Awards that constitute wages. Defendant will pay these
18 taxes, as calculated by the Settlement Administrator, in addition to the Maximum Settlement
19 Amount. Upon Defendant's funding of the Maximum Settlement Amount and the employer
20 portion of payroll taxes on the portion of the Individual Settlement Awards that constitutes wages,
21 Defendant shall have no further payment or defense obligation whatsoever with respect to any
22 claims covered by this Settlement made or asserted by any person or entity anywhere in the world
23 in connection with the Class Members.

24 **RELEASES**

25 20. **Class Members' Released Claims.** Upon the Effective Date and Defendant's
26 funding of the Maximum Settlement Amount and its share of employer-side payroll taxes, all
27 Participating Class Members will fully, finally and forever release, settle, compromise, relinquish,
28 and discharge all of the Released Parties from any and all claims, rights, demands, liabilities, and

1 causes of action of every nature and description, arising from August 8, 2016 through the Class
2 Period End Date, including statutory, contractual, or common law claims for wages, damages,
3 penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable
4 relief – whether asserted under the California Labor Code, Business and Professions Code §§
5 17200 *et seq.*, the applicable wage orders at California Code of Regulations, Title 8, Section
6 11000 *et seq.*, or otherwise – that arise out of or are reasonably related to the factual allegations
7 that were alleged or could have been alleged in Plaintiff's Complaint herein, including but not
8 limited to: (a) any and all claims for failure to provide paid sick leave in accordance with the
9 Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA"), Labor Code §§ 245-249,
10 including failure to pay sick leave at the correct regular rate of pay; (b) any and all claims for
11 violation of the "kin care" law, Labor Code § 233; (c) any and all derivative claims for failure to
12 furnish accurate itemized wage statements in accordance with Labor Code § 226 arising out of the
13 above-alleged claims; (d) any and all derivative claims for failure to provide sick leave wages
14 when due upon separation of employment under Labor Code §§ 201-203; (e) any and all
15 derivative claims for "late payment" penalties under Labor Code §§ 204 and 210 arising out of
16 the above-alleged claims; (f) any and all derivative claims for violation of California Business
17 and Professions Code §§ 17200 *et seq.* arising out of the above-alleged claims; (g) any and all
18 claims for violation of the Private Attorneys General Act of 2004, Labor Code §§2698 *et seq.*
19 arising out of the above-alleged claims; and (h) any and all claims for attorneys' fees and costs
20 arising out of the above-alleged claims. This release does not include the meal and rest break
21 claims alleged in Plaintiff's Complaint which, as discussed in Paragraph 23 below, are excluded
22 from this Settlement.

23 **21. PAGA Released Claims.** All Participating and Non-Participating Class Members
24 who are PAGA-Eligible Employees shall release the Released Parties from any and all claims for
25 PAGA civil penalties, arising from May 31, 2019 through the Class Period End Date, that were
26 alleged or reasonably could have been alleged based on the facts contained in Plaintiff's operative
27 Complaint, as enumerated in Paragraph 20 above, and/or in Plaintiff's LWDA Notice. This
28 release does not include the meal and rest break claims alleged in Plaintiff's Complaint which, as

discussed in Paragraph 23 below, are excluded from this Settlement. It is understood and agreed that PAGA-Eligible Employees will not have the opportunity to opt out of this PAGA Release.

22. **Plaintiff's Additional Release.** In addition to the Class Members' Released Claims, Plaintiff, in her individual capacity, agrees to release the Released Parties from any and all claims she may have, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising as of the date of execution of this Agreement, including but not limited to claims arising from or related to her employment with Defendant, her termination, her compensation while in Defendant's employ, and all other dealings she may have had with the Released Parties. Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving her rights under section 1542 not to otherwise release unknown claims. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims that Plaintiff does not know or suspect to exist in her favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims.

23. **Meal and Rest Break Claims Not Released.** Although Plaintiff's operative Complaint alleges causes of action against Defendant for failure to provide meal periods and failure to authorize and permit rest breaks, as well as derivative claims arising from Plaintiff's meal and rest break claims, the Parties do not intend the Class Members' Released Claims or the PAGA Released Claims herein to cover those meal and rest break and derivative claims. Instead, Plaintiff agrees to voluntarily withdraw those claims from her Complaint without prejudice, because Plaintiff has become aware that substantially similar meal and rest break claims recently

1 have been the subject of a class action and PAGA representative action settlement and release
2 entered into by Defendant in another earlier-filed matter known as the “*Muniz*” matter.

3 **MOTION FOR PRELIMINARY APPROVAL**

4 24. **Mutual Duty of Cooperation to Seek Approval.** The Parties agree to work
5 diligently and cooperatively to have this Settlement expeditiously and jointly presented to the
6 Court for preliminary approval. Promptly upon execution of this Agreement, the Parties shall
7 apply to the Court for the entry of an order scheduling a fairness hearing on the question of
8 whether the proposed settlement, including payment of attorneys’ fees and costs, the Class
9 Representative’s Service Award payment, and the PAGA Payment, should be approved as fair,
10 reasonable and adequate as to the members of the Settlement Class. Class Counsel shall prepare a
11 draft motion for preliminary approval, including a proposed Preliminary Approval Order, and will
12 circulate the draft to Defense Counsel at least five business days in advance of its filing. If the
13 Parties disagree on any aspect of the proposed motion for preliminary approval and/or the
14 supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously
15 work together on behalf of the Parties to resolve the disagreement.

16 25. **Contents of Preliminary Approval Order.** As part of the motion for preliminary
17 approval, the Parties shall apply to the Court for the entry of an Order as follows:

- 18 a. Certifying the Settlement Class for settlement purposes only;
- 19 b. Approving, as to form and content, the proposed Class Notice (**Exhibit 1**
20 attached hereto);
- 21 c. Approving the manner and method for Class Members to object to or request
22 exclusion from the Settlement, as contained herein and within the Class Notice;
- 23 d. Directing the mailing of the Settlement Notices to Class Members, by first
24 class mail;
- 25 e. Preliminarily approving the Settlement subject only to the objections of Class
26 Members and final review by the Court; and
- 27 f. Setting a date and time for the Final Approval Hearing.
- 28

1 26. **Resolution of Court Concerns.** If the Court does not initially grant Preliminary
2 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
3 Counsel and Defense Counsel will expeditiously work together, and in good faith, to modify the
4 Agreement and/or otherwise satisfy the Court's concerns.

5 **SETTLEMENT ADMINISTRATION**

6 27. **Selection of Settlement Administrator.** The Parties have jointly selected
7 Phoenix Settlement Administrators to serve as the Settlement Administrator and verified that, as a
8 condition of appointment, Phoenix Settlement Administrators agrees to perform, as a fiduciary,
9 all duties specified in this Agreement in exchange for payment of the Settlement Administration
10 Costs. The Parties and their Counsel represent that they have no interest or relationship, financial
11 or otherwise, with the Settlement Administrator other than a professional relationship arising out
12 of prior experiences administering settlements.

13 28. **Qualified Settlement Fund.** The Settlement Administrator shall establish a
14 settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S.
15 Treasury Regulation section 468B-1. The Administrator shall have and use its own Employer
16 Identification Number for purposes of calculating payroll tax withholdings and providing reports
17 to state and federal tax authorities.

18 29. **Transmission of Class Data to Administrator.** Within sixty (60) calendar days
19 after the Court grants preliminary approval of the Settlement, to the extent practicable, Defendant
20 will securely provide the Settlement Administrator with the Class Data, including the names, last
21 known addresses and telephone numbers, and social security numbers of the Class Members,
22 along with data sufficient to enable the Administrator to determine the number of Compensable
23 Workweeks worked by each Class Member during the relevant Class Period and PAGA Period,
24 as reflected in Defendant's records. The Settlement Administrator will retain the class data and
25 will not share it with Class Counsel, except as otherwise permitted herein.

26 30. **Mailing of Class Notices.** Within twenty-one (21) calendar days after receiving
27 the Class Data from Defendant, the Settlement Administrator shall mail copies of the Court-
28 approved Class Notice to all Class Members via regular First-Class U.S. Mail. The Settlement

1 Administrator shall exercise its best judgment to determine the current mailing address for each
2 Class Member. The address identified by the Settlement Administrator as the current mailing
3 address shall be presumed to be the most current mailing address for each Class Member. The
4 Settlement Administrator shall perform a search based on the National Change of Address
5 Database maintained by the United States Postal Service to update and correct any known or
6 identifiable address changes. The Parties agree that this procedure for notice provides the best
7 notice practicable to Class Members and fully complies with due process.

8 **31. Undeliverable Class Notices.** Any Settlement Notice returned to the Settlement
9 Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the
10 forwarding address affixed thereto within five (5) calendar days of receipt of the returned Class
11 Notice by the Settlement Administrator. If no forwarding address is provided, the Administrator
12 shall attempt to determine a correct address by the use of skip-tracing, or other type of automated
13 search, using the name, address and/or Social Security number of the Class Member involved,
14 and shall then perform a re-mailing to the Class Member whose Class Notice was returned as
15 non-deliverable within five (5) calendar days of receipt of the returned Notice by the
16 Administrator, assuming another mailing address is identified by the Administrator. The
17 deadlines for Class Members to submit written Objections, Requests or Exclusion, or challenges
18 to Compensable Workweeks will be extended an additional 7 calendar days from the date of the
19 re-mailing, even if this results in an extension of the otherwise-applicable 60-day Response
20 Deadline. If these procedures are followed, notice to Class Members shall be deemed to have
21 been fully satisfied, and if the intended recipient of the Settlement Notice does not receive the
22 Class Notice, the intended recipient shall nevertheless remain a Class Member and shall be bound
23 by all terms of the Settlement and the Final Order and Judgment.

24 **32. Determination of Individual Settlement Awards and Individual PAGA**
25 **Payments.** The Settlement Administrator shall determine the eligibility for, and the amounts of,
26 each Individual Settlement Award and Individual PAGA Payment under the terms of this
27 Agreement based on the number of Compensable Workweeks worked by each Class Member in
28 the applicable Class and/or PAGA Periods. The Administrator will then include the estimated

1 number of Compensable Workweeks and the individual payment amounts in each Class
2 Member's Class Notice.

3 **33. Workweek Disputes.** Any Class Member who does not dispute the number of
4 eligible Compensable Workweeks set forth in the Class Notice need not take any further action to
5 participate in the Settlement. Class Members who wish to dispute the number of eligible
6 Compensable Workweeks set forth in the Notice, or assert that they should have been included as
7 a member of the Class, may submit a written statement to the Settlement Administrator within the
8 Response Deadline setting forth the number of Compensable Workweeks they believe should be
9 credited to them within the applicable Class or PAGA Period, accompanied by any supporting
10 documentation of their claim. The Settlement Administrator, in consultation with Class Counsel
11 and Defense Counsel, will review the pertinent payroll records, which Defendant agrees to make
12 available to the Settlement Administrator as needed. Defendant's payroll records will be
13 presumed to be correct unless a Class Member proves otherwise by credible evidence. The
14 Settlement Administrator's decision as to the total number of eligible Compensable Workweeks
15 shall be final and non-appealable, subject to the ultimate oversight and approval of the Court if
16 necessary.

17 **34. Objections to the Settlement.** Any Participating Class Member may object to the
18 Settlement by submitting a written objection to the Settlement Administrator within the 60-day
19 Response Deadline, unless that deadline has been extended by a re-mailing of the Class Notice.
20 An objection should include: (a) the objector's full name, signature, address, and telephone
21 number; (b) a written statement of all grounds for the objection accompanied by any legal support
22 for such objection; and (c) copies of any papers, briefs, or other documents upon which the
23 objection is based. Objecting Class Members may appear at the Final Approval Hearing either in
24 person, or through counsel retained at Class Member's own expense, to have their objection
25 heard, whether or not they had submitted a prior written objection as specified in this section. The
26 Court will rule on any objections to the settlement at the Final Approval Hearing. An objection
27 may be withdrawn at any time. The Settlement Administrator shall provide objections, if any, to
28 Class Counsel and Defense Counsel via email within three (3) calendar days of receipt, and the

1 Settlement Administrator shall attach any objections to its declaration of due diligence, which is
2 to be filed with the Court prior to the Final Approval Hearing. Any Participating Class Member
3 who files an objection remains eligible to receive monetary compensation from the Settlement. At
4 no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise
5 encourage or discourage Class Members from submitting a Notice of Objection or filing an
6 appeal from the Final Order and Judgment. Class Members who submit a Request for Exclusion
7 are ineligible to object to the Settlement.

8 **35. Requests for Exclusion.** Any Class Member may request to be excluded from
9 (“opt out of”) the Settlement by submitting a signed, written request to the Settlement
10 Administrator, clearly communicating that the Class Member wishes to be excluded from the
11 Settlement. To be timely and valid, the Request for Exclusion must be mailed (postmarked) by
12 the Response Deadline, 60 days from the Settlement Administrator’s mailing of the Class Notice,
13 unless that deadline has been extended by a re-mailing of the Class Notice. The Request for
14 Exclusion should contain the Class Member’s name, address, signature, date, telephone number
15 or email address, and the name of the case (*Zayac v. Sutter Valley Hospitals*). Persons who
16 submit a timely Request for Exclusion will be referred to as Non-Participating Class Members.
17 The Settlement Administrator will accept any Request for Exclusion as valid if the Administrator
18 can reasonably ascertain the identity of the person as a Class Member and the Class Member’s
19 desire to be excluded. Non-Participating Class Members will not be entitled to receive an
20 Individual Class Payment under the Settlement, will not be bound by the terms and conditions of
21 the Class Settlement, and will not be releasing any of the Class Members’ Released Claims.
22 However, Non-Participating Class Members who are PAGA-Eligible Employees will still receive
23 Individual PAGA Payments and will be deemed to have released their PAGA claims for civil
24 penalties as described in Paragraph 21. Any Class Member who does not submit a timely
25 Request for Exclusion will be deemed to be a Participating Class Member and will be bound by
26 the terms and condition of the Settlement.

27 **36. Weekly Status Reports.** Following the mailing of the Class Notice, the
28 Settlement Administrator will provide Class Counsel and Defense Counsel with weekly reports

1 of, among other things: the number of Class Notices mailed or re-mailed, Class Notices returned
2 undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and
3 challenges to Workweeks received and/or resolved. The Administrator will promptly provide
4 counsel for the Parties with copies of any objections received. Additionally, the Settlement
5 Administrator will provide to counsel for the Parties any other updated reports regarding the
6 administration of the Settlement as may be needed or requested from time to time, including any
7 declarations required by the Court.

8 **37. Other Duties of the Settlement Administrator.** The Settlement Administrator
9 shall perform such other duties as may be necessary from time to time, as directed by Counsel or
10 the Court. This shall include, among other things, (1) maintaining and monitoring an email
11 address and toll-free telephone number to receive Class Member calls, faxes and emails; (2)
12 establishing and maintaining an internet website to post necessary information for Class Members
13 regarding this Agreement and the Final Approval Hearing, among other things; (3) providing
14 Counsel for the Parties with a declaration suitable for filing in Court at least 14 days before
15 Plaintiff is required to file her motion for Final Approval of the Settlement, attesting to the
16 Administrator's compliance with all of its obligations under the Agreement and other necessary
17 information regarding the Class Notices, Requests for Exclusion and objections; and (4)
18 providing a final report and compliance declaration suitable for filing with the Court following
19 the Administrator's disbursement of all the payments required by this Agreement, in accordance
20 with any deadlines set by the Court.

21 **MOTION FOR FINAL APPROVAL**

22 **38. Final Settlement Approval Hearing and Entry of Final Order and Judgment.**
23 Following expiration of the Response Deadline, Plaintiff shall prepare and file a motion on behalf
24 of both Parties seeking final approval of the Settlement, including a request for approval of the
25 PAGA settlement under Labor Code section 2699(1)(2), a proposed Final Approval Order, and a
26 proposed Judgment. Plaintiff shall provide drafts of the motion for final approval and proposed
27 Final Order and Judgment to Defense Counsel not later than seven days prior to filing the motion.
28 Class Counsel and Defense Counsel will expeditiously meet and confer in good faith to resolve

1 any disagreements concerning the motion. Plaintiff's motion for Final Approval shall be
2 accompanied by a declaration from the Settlement Administrator, as referenced above, describing
3 the process and results of the administration of the Settlement to date. Plaintiff will prepare and
4 include with the Final Approval motion, a request seeking approval of Plaintiff's request for
5 reimbursement of Class Counsel's attorneys' fees and costs incurred in this matter and Plaintiff's
6 request for a Class Representative Service Award.

7 **39. Contents of Proposed Final Order and Judgment.** The proposed Final Order
8 and Judgment will include, among other things:

- 9 a. Final Approval of the Settlement, adjudging the terms thereof to be fair,
10 reasonable and adequate, and directing consummation of its terms and provisions;
- 11 b. Approval of Class Counsel's application for an award of attorneys' fees
12 and costs;
- 13 c. Approval of the Class Representative Service Award payment to Plaintiff;
- 14 d. Approval of the Settlement Administration Costs;
- 15 e. Approval of the PAGA settlement;
- 16 f. The setting of a date when the Parties shall submit the Final Report regarding
17 the distribution of the Maximum Settlement Amount pursuant to California Code of Civil Procedure
18 section 384, and, if necessary, a date for a final accounting hearing following its receipt of the Final
19 Report;
- 20 g. The entering of a judgment in the Action that is intended to preclude any
21 Class Members from pursuing any individual, class or representative claims against any of the
22 Released Parties that have been released herein pursuant to the Settlement Agreement, upon
23 satisfaction of all payments and obligations hereunder, excluding the Class claims of those persons
24 who submitted valid and timely Requests for Exclusion.

25 **40. Duty to Cooperate.** If the Court does not grant Final Approval or conditions
26 Final Approval on any material change to the Settlement, the Parties will expeditiously work
27 together in good faith to address the Court's concerns, including, if necessary, by revising the
28 Agreement to obtain Final Approval. The Court's decision to award less than the amounts

1 requested for the Class Representative Service Payment, Class Counsel Award of fees and costs,
2 and/or Settlement Administration Costs shall not constitute a material modification of the
3 Agreement within the meaning of this Paragraph.

4 **41. Jurisdiction of the Court Following Judgment.** Following entry of the Final
5 Order and Judgment, the Court shall retain jurisdiction solely with respect to the interpretation,
6 implementation, and enforcement of the terms of this Agreement and all orders and judgments
7 entered in connection therewith; and addressing any other settlement administration and
8 compliance matters that may require its attention. If any party brings an action to enforce the
9 terms of this Agreement, the prevailing party shall be entitled to its/her reasonable attorneys' fees
10 and costs.

11 **SETTLEMENT FUNDING AND PAYMENTS**

12 **42. Information from Settlement Administrator Regarding Funding.** Not later
13 than ten (10) calendar days after the Effective Date, the Settlement Administrator will provide
14 Defense Counsel with an accounting of all anticipated payments from the QSF as specified in this
15 Agreement and approved by the Court, including all necessary routing and payment instructions
16 to the QSF, and including the amount due for the employer's share of payroll taxes on the wage
17 payments to be made outside the Maximum Settlement Amount. The Settlement Administrator
18 also will provide counsel for the Parties with at least fourteen (14) calendar days, whether before
19 or after the funding date but before the date of the scheduled distribution date, in which to review
20 and approve the Administrator's proposed payment calculations.

21 **43. Funding of Settlement.** Defendant shall pay the Maximum Settlement Amount,
22 together with the amount the Settlement Administrator has determined or estimated to be
23 Defendant's share of employer taxes due on the wages being paid under the Settlement, in one
24 lump sum payment within thirty (30) calendar days after the Effective Date. Defendant shall
25 provide the Maximum Settlement Amount to the Settlement Administrator in any feasible
26 manner, including, but not limited to, a wire transfer or a check.

27 **44. Timing of Settlement Disbursements.** Within twenty (20) calendar days after the
28 Defendant has provided the Settlement Administrator with the Maximum Settlement Amount,

1 and after the Settlement Administrator has provided the Parties with an opportunity to review and
2 approve the Settlement Administrator's proposed payment calculations, the Settlement
3 Administrator will distribute the payments to Plaintiff for her Class Representative Service
4 Award, to Class Counsel for their awarded attorneys' fees and costs, to the LWDA for its portion
5 of the PAGA Payment, to the Participating Class Members for their Individual Class Payments
6 Awards, to all PAGA-Eligible Employees for their Individual PAGA Payments, and to itself for
7 the Settlement Administration Costs.

8 **45. Method of Individual Payments.** The Settlement Administrator shall mail the
9 Individual Settlement Awards and Individual PAGA Payments by regular First Class U.S. Mail to
10 each person's last known mailing address. Prior to mailing the payments, the Settlement
11 Administrator shall perform a search based on the National Change of Address Database
12 maintained by the United States Postal Service to update and correct any known or identifiable
13 address changes.

14 **46. Non-Reversionary Settlement; No Claim Necessary.** Participating Class
15 Members shall not be required to submit a claim in order to receive a share of the Net Settlement
16 Amount, and no portion of the Maximum Settlement Amount shall revert to Defendant. To the
17 extent the Court does not approve the full requested attorneys' fees, litigation costs, Class
18 Representative Service Award or Settlement Administration Costs, the Net Settlement Amount
19 will increase accordingly, by the difference between the requested amounts and the amounts
20 awarded by the Court. If this Settlement is not finally approved by the Court in full, or is
21 terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective
22 Date does not occur, then no portion of the Maximum Settlement Amount shall be paid.

23 **47. Disposition of Uncashed Checks.** Any Individual Settlement Payment check
24 and/or Individual PAGA Payment check issued by the Settlement Administrator must be cashed
25 within 180 days after issuance. After the expiration of the 180-day period, the Settlement
26 Administrator will void any uncashed checks, and the total amount of any uncashed settlement
27 checks will be paid as a cy pres to the Court Appointed Special Advocates of Sacramento County,
28 a non-profit organization that supports projects which will benefit Class Members, pursuant to

1 California Code of Civil Procedure section 384, subject to the approval of the Court. The Parties
2 and their Counsel certify that they have no connection to or relationship with this cy pres
3 recipient.

4 48. **Settlement Binding Even If Checks Not Cashied.** In the event a Participating
5 Class Member or Participating PAGA Member fails to cash/deposit his or her Individual Class
6 Payment check and/or Individual PAGA Payment check, for whatever reason, that person shall
7 nevertheless remain bound by the Settlement and/or the PAGA Release.

8 **ADDITIONAL PROVISIONS**

9 49. **Revocation of Settlement by Plaintiff.** Defendant has estimated that the Class
10 consisted of approximately 14,148 unique employees covering the period from August 8, 2016
11 through December 21, 2021, based on the records available at the time of the mediation in this
12 matter. The Parties agree that if the actual number of Class Members as of December 21, 2021
13 should be determined prior to Final Approval to be ten percent (10%) or more above that number
14 – that is, if the Class size exceeded Defendant’s estimate by more than 1,414 employees as of
15 December 21, 2021 – then the Parties shall meet and confer regarding next steps and, absent any
16 agreement to the contrary, Plaintiff will have the right, in her sole and absolute discretion, to
17 revoke the Settlement.

18 50. **Revocation of Settlement by Defendant.** If five percent (5%) or more of the
19 Class Members request to be excluded from the Class, Defendant shall have the sole and absolute
20 discretion to revoke the Settlement Agreement. The Settlement Administrator shall provide a list
21 of the Requests for Exclusion within fourteen (14) days after the Response Date. If Defendant
22 elects to revoke/rescind the Settlement Agreement, it shall provide written notice of such
23 revocation to Class Counsel within 14 days after receiving the final list of Requests for Exclusion
24 from the Settlement Administrator. Defendant agrees to meet and confer in good faith with Class
25 Counsel before rescinding or voiding the Settlement Agreement. Such rescission shall have the
26 same effect as a termination of this Settlement Agreement for failure to satisfy a condition of
27 settlement, and the Settlement Agreement shall become null and void and have no further force or
28 effect. If Defendant chooses to terminate this Agreement under this provision, it shall be

1 responsible to pay the Settlement Administrator's fees and costs incurred to that point. No Party
2 will encourage any class member to opt out of the Settlement.

3 **51. Nullification of Settlement for Other Reasons.** In the event: (i) the Court does
4 not enter the Preliminary Approval Order; (ii) the Court does not grant Final Approval of the
5 Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement
6 does not become final for any other reason, this Agreement shall be rendered null and void, and
7 any order or judgment entered by the Court in furtherance of this Agreement shall be treated as
8 void from the beginning. In such a case, this Agreement and any documents related to it shall not
9 be used by any Class Member or Class Counsel to support any claim or request for class
10 certification in the Action, and shall not be used in any other civil or administrative action against
11 Defendant or any of the other Released Parties.

12 **52. Plaintiff's Waiver of Right to Be Excluded.** Plaintiff agrees that by signing this
13 Agreement, she will be bound by the terms herein. Plaintiff further agrees that, upon signing this
14 Agreement, she will not request to be excluded from this Settlement and that any such request for
15 exclusion by Plaintiff will be void and of no force or effect.

16 **53. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
17 and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class
18 Members who did not object to the Settlement as provided in this Agreement waive all rights to
19 appeal from the Judgment. If an objector appeals the Judgment, the Parties' obligations to
20 perform under this Agreement will be suspended until the appeal is finally resolved and the
21 Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement
22 Amount. However, nothing in this Agreement shall preclude Plaintiff from appealing from a
23 court order denying or failing to grant in full her requests for attorneys' fees, costs, or service
24 award. Any order reducing the Class Counsel Award or the Class Representative Service Award
25 will not be grounds on Plaintiff's part to nullify or void this Settlement.

26 **54. No Credit Towards Defendant's Benefit Plans.** Neither the terms of this
27 Settlement nor any of the amounts paid to Plaintiff or any Class Member shall have any effect on
28 the eligibility or calculation of any employee benefits under Defendant's benefit plans. Any

1 Individual Class Payment or PAGA Payment amounts paid to Class Members under the
2 Settlement do not represent any modification of any Class Member's previously-credited hours of
3 service or other eligibility criteria, and will not be utilized to calculate any additional benefits,
4 vesting or credit under any bonus or compensation plan, collective bargaining agreement,
5 employee pension benefit plan, employee welfare benefit plan or program or policy sponsored by
6 Sutter or any of its affiliates. It is the intent of the Parties that the Individual Settlement Awards
7 and Individual PAGA Payments provided for in this Agreement are the sole payments to be made
8 by Defendant to Class Members and others in connection with this Settlement, and that the Class
9 Members are not entitled to any new or additional compensation or benefits as a result of having
10 received the Individual Settlement Awards and/or and Individual PAGA Payments.

11 **55. No Admission of Liability, Class Certification or Representative Manageability**
12 **for Other Purposes.** Defendant denies all claims alleged in the Action and denies all wrongdoing
13 whatsoever by Defendant. Defendant further denies that any of its employees has been
14 "aggrieved" by a violation of the Labor Code. Neither this Agreement, nor any of its terms and
15 conditions, nor any of the negotiations connected with it, is a concession or admission, and none
16 shall be used against Defendant as an admission or indication with respect to any claim of any
17 fault, concession, or omission by Defendant or that class certification is proper under the standard
18 applied to contested certification motions. The Parties agree that certification of the proposed
19 class and representative treatment under PAGA is for purposes of this Settlement only. This
20 Agreement will not be admissible in this or any other proceeding as evidence that either a class
21 action should be certified, that Plaintiff's PAGA claims are manageable for trial, or that
22 Defendant is liable to Plaintiff or any Class Member, other than according to the terms of this
23 Agreement.

24 **56. Publicity and Confidentiality.**

25 a. Except for when the Court has requested status updates regarding the
26 Parties' settlement efforts, prior to the Filing of Plaintiff's Motion for Preliminary Approval
27 Plaintiff and Class Counsel will not make any public disclosures of any kind regarding the
28 Settlement, this Stipulation of Settlement, or the Parties' Confidential Memorandum of

1 Understanding, and will abstain from any communications with coworkers, acquaintances, or on
2 social media or any public forum regarding the fact, amount, and terms of the Settlement, until
3 after the Motion for Preliminary Approval is filed. Class Counsel will take all steps necessary to
4 ensure that the Class Representative is aware of, and will encourage her to adhere to, the
5 restriction against any public disclosures regarding the Settlement, this Stipulation of Settlement,
6 and the Confidential Memorandum of Understanding until after the Motion for Preliminary
7 Approval is filed.

8 b. At all times, even after preliminary and final court approval of this
9 Settlement, Plaintiff and Class Counsel may not initiate any press releases or media
10 communications about the fact, amount, and/or terms of this Settlement, and may only say “no
11 comment,” or words to that effect, in response to any press or media inquiry about the Settlement.

12 c. Nothing herein will restrict Class Counsel from including publicly
13 available information regarding this Settlement in future judicial submissions regarding Class
14 Counsel’s qualifications and experience.

15 d. Nothing herein will restrict Plaintiff or Class Counsel from communicating
16 with Class Members about the Settlement following the Court’s Order Granting Preliminary
17 Approval.

18 e. This paragraph is a material term of this Settlement.

19 57. **Tax Liability.** The Parties make no representations as to the tax treatment or legal
20 effect of the payments specified herein, and Class Members are not relying on any statement or
21 representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating
22 Class Members, PAGA-Eligible Employees, Class Counsel, and Plaintiff shall be solely and
23 legally responsible for the payment of all applicable taxes and penalties assessed on the payments
24 specified herein.

25 58. **Circular 230 Disclaimer.** The Parties acknowledge and agree that (i) no
26 provision of this Agreement, and no written communication or disclosure between or among the
27 Parties, Class Counsel or Defense Counsel and other advisors, is or was intended to be, nor shall
28 any such communication or disclosure constitute or be construed or be relied upon as, tax advice

1 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
2 amended); (ii) the acknowledging party (a) has relied exclusively upon his, her, or its own,
3 independent legal and tax counsel for advice (including tax advice) in connection with this
4 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
5 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
6 communication or disclosure by any attorney or advisor to any other party to avoid any tax
7 penalty that may be imposed on the acknowledging party; and (iii) no attorney or advisor to any
8 other party has imposed any limitation that protects the confidentiality of any such attorney's or
9 advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
10 by the acknowledging party of the tax treatment or tax structure of any transaction, including any
11 transaction contemplated by this Settlement.

12 **59. Authorization to Enter into Agreement.** Class Counsel and Defense Counsel
13 warrant and represent they are expressly authorized by the Parties whom they represent to
14 negotiate this Agreement and to take all appropriate actions required or permitted to be taken by
15 the Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents
16 required to effectuate its terms. The person signing this Stipulation of Settlement on behalf of
17 Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of
18 Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement on
19 behalf of herself and the Class, and as proxy for the State of California, and that she has not
20 assigned any claim or part of a claim covered by this Agreement to a third party.

21 **60. Cooperation to Effectuate Settlement.** The Parties, Class Counsel and Defense
22 Counsel shall cooperate with each other and use their best efforts to effect the implementation of
23 this Settlement. In the event the Parties are unable to reach agreement on the form or content of
24 any document needed to implement the Settlement, or on any supplemental provisions that may
25 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of
26 the Court to resolve such disagreement.

1 61. **Notice to LWDA.** Class Counsel shall submit any required notices of this
2 Agreement to the LWDA as may be required by Labor Code sections 2699(1)(2) and (3) or other
3 provisions of PAGA.

4 62. **Invalidity of Any Provision.** In the event the Court declares any material
5 provision of this Agreement invalid, the Agreement will be void and its terms will be of no force
6 and effect, except as otherwise agreed to by the Parties in writing, subject to the Court's approval.
7 Before the Court concludes that any term or provision of this Agreement is invalid, the Parties
8 will request that the Court first attempt to construe the terms or provisions valid to the fullest
9 extent possible consistent with applicable precedents so as to define all provisions of this
10 Agreement as valid and enforceable. The Parties further agree to meet and confer in an attempt to
11 resolve any issues or concerns the Court may have as to the validity of any provision in an effort
12 to effectuate the essential terms of this Settlement, and to discuss any possible amendments to this
13 Agreement or its Exhibit 1 needed to obtain the Court's approval of the Settlement.

14 63. **Binding Nature of Notice of Class Action Settlement.** It is agreed that, because
15 the Class Members are so numerous, it is impossible or impractical to have each Class Member
16 execute the Agreement. The Class Notice shall advise all Class Members of the binding nature of
17 the Settlement, and the release of the Class Members' Released Claims as described above in
18 Paragraph 20 shall have the same force and effect as if this Agreement were executed by each
19 Participating Class Member.

20 64. **Entire Agreement.** This Agreement and its attached Exhibit 1 constitute the
21 entire agreement between the Parties, and no oral or written representations, warranties, or
22 inducements have been made to Plaintiff or Defendant concerning this Agreement or Exhibit 1
23 other than the representations, warranties, and covenants contained and memorialized in this
24 Agreement and Exhibit 1. No other prior or contemporaneous written or oral agreements may be
25 deemed binding on the Parties.

26 65. **Cooperation in Drafting.** The Parties have cooperated in the drafting and
27 preparation of this Agreement. This Agreement will not be construed against any Party on the
28 basis that the Party was the drafter or participated in the drafting.

1 have been the subject of a class action and PAGA representative action settlement and release
2 entered into by Defendant in another earlier-filed matter known as the “*Muniz*” matter.

3 **MOTION FOR PRELIMINARY APPROVAL**

4 24. **Mutual Duty of Cooperation to Seek Approval.** The Parties agree to work
5 diligently and cooperatively to have this Settlement expeditiously and jointly presented to the
6 Court for preliminary approval. Promptly upon execution of this Agreement, the Parties shall
7 apply to the Court for the entry of an order scheduling a fairness hearing on the question of
8 whether the proposed settlement, including payment of attorneys’ fees and costs, the Class
9 Representative’s Service Award payment, and the PAGA Payment, should be approved as fair,
10 reasonable and adequate as to the members of the Settlement Class. Class Counsel shall prepare a
11 draft motion for preliminary approval, including a proposed Preliminary Approval Order, and will
12 circulate the draft to Defense Counsel at least five business days in advance of its filing. If the
13 Parties disagree on any aspect of the proposed motion for preliminary approval and/or the
14 supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously
15 work together on behalf of the Parties to resolve the disagreement.

16 25. **Contents of Preliminary Approval Order.** As part of the motion for preliminary
17 approval, the Parties shall apply to the Court for the entry of an Order as follows:

- 18 a. Certifying the Settlement Class for settlement purposes only;
- 19 b. Approving, as to form and content, the proposed Class Notice (**Exhibit 1**
20 attached hereto);
- 21 c. Approving the manner and method for Class Members to object to or request
22 exclusion from the Settlement, as contained herein and within the Class Notice;
- 23 d. Directing the mailing of the Settlement Notices to Class Members, by first
24 class mail;
- 25 e. Preliminarily approving the Settlement subject only to the objections of Class
26 Members and final review by the Court; and
- 27 f. Setting a date and time for the Final Approval Hearing.
- 28

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22 exclusion from the Settlement, as contained herein and within the Class Notice;
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24 class mail;
- 25 e. Preliminarily approving the Settlement subject only to the objections of Class
26 Members and final review by the Court; and
- 27 f. Setting a date and time for the Final Approval Hearing.
- 28

66. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest, and approved by the Court.

67. **Governing Law.** All terms of this Agreement and its exhibit shall be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

68. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

69. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

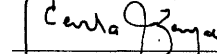
70. **Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument if counsel for the Parties exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant as of the date(s) set forth below:

Dated: 1/17/2023

PLAINTIFF CARLA ZAYAC

DocuSigned by:



Plaintiff Carla Zayac

SUTTER VALLEY HOSPITALS

Dated: _____

By: _____

Florence L. Di Benedetto
Senior Vice President and General Counsel
Sutter Health

//

66. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest, and approved by the Court.

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant as of the date(s) set forth below:

PLAINTIFF CARLA ZAYAC

Dated: December , 2022

Plaintiff Carla Zayac

SUTTER VALLEY HOSPITALS

Dated: January 23, 2023

By: 
 Florence L. Di Benedetto
 Senior Vice President & General Counsel
 Sutter Health

1 **APPROVED AS TO FORM:**

2
3 Dated: 1.17.2023

POLARIS LAW GROUP



William L. Marder

Attorneys for Plaintiff Carla Zayac

KESSELMAN BRANTLY STOCKINGER LLP

6 Dated: 01/17/2023



Majed Dakak

Attorneys for Plaintiff Carla Zayac

HYUN LEGAL, APC

10 Dated: 01/17/2023



Dennis S. Hyun

Attorneys for Plaintiff Carla Zayac

GBG LLP

14 Dated: January 23, 2023



Thomas E. Geidt

Teresa W. Ghali

Amanda M. Osowski

Attorneys for Defendant

SUTTER VALLEY HOSPITALS

Exhibit 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

CARLA ZAYAC, on behalf of herself and
others similarly situated and as a proxy for the
State of California,

Plaintiffs,

vs.

SUTTER VALLEY HOSPITALS, a California
Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2021-00293728

**NOTICE OF PENDENCY OF CLASS
ACTION SETTLEMENT AND FINAL
HEARING**

Judge: Hon. Lauri A. Damrell
Dept: 28

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT
ARISING FROM YOUR EMPLOYMENT BY SUTTER VALLEY HOSPITALS**

A California court authorized this notice. This is not a solicitation from a lawyer.

- A settlement of a lawsuit will pay money to certain non-exempt employees who have been employed by Sutter Valley Hospitals (“Sutter”) from August 8, 2016 through [*Preliminary Approval Date*].
- The Settlement resolves a class action lawsuit alleging various wage and hour claims brought against Sutter on behalf Sutter’s non-exempt employees who were employed during this time period and who received certain paid sick leave payments.
- The Settlement also resolves claims for penalties that have been brought on behalf of the State of California under California’s Private Attorneys General Act (“PAGA”).
- The Settlement avoids the costs and risks of continuing the lawsuit, pays money to employees, and releases Sutter from liability.
- Sutter expressly denies all of the claims in the lawsuit and denies any wrongdoing or liability. The two sides disagree on how much money – if any – could have been awarded if employees won at trial.
- **YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You need not take any action if you wish to receive your settlement payment. If the Settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator, _____. If you move, you must notify the Settlement Administrator of your new address.
Exclude Yourself	Get no class settlement payment. Send a letter to the Settlement Administrator, as explained below, making clear you wish to exclude yourself from the Settlement. This is the only option that allows you to be part of any other lawsuit against Sutter asserting the legal claims that were settled in this case. You will, however, be bound by the Private Attorneys General Act (the "PAGA") release and you will receive a payment for the PAGA release even if you exclude yourself.
Object	Write to the Court, as explained below, about why you believe the Settlement is unfair.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action and PAGA lawsuit and informs you of your legal rights under that proposed settlement ("the Settlement"). You are receiving this notice because you may be a member of the class action and PAGA lawsuit.

WHAT IS THIS LAWSUIT ABOUT?

On February 2, 2021, Plaintiff Carla Zayac filed this lawsuit in Sacramento County Superior Court. She later amended it to add a claim for civil penalties under PAGA. Plaintiff's lawsuit alleges violations of the California Labor Code and the California Business and Professions Code. Her complaint alleges that members of the Settlement Class employed by Sutter during the Class Period were not always properly paid for days on which they took paid sick leave as required by California law; that their sick leave was sometimes paid at the incorrect pay rate; that Sutter's wage statements were not always accurate, particularly as to paid sick leave; that former employees in the Settlement Class did not receive all wages due to them at time of termination; and several other related claims. Plaintiff seeks to recover unpaid wages, premiums, statutory and civil penalties, attorneys' fees and costs. Sutter denies all of the material allegations in the lawsuit and denies that it did anything wrong.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court has not made any ruling in favor of Plaintiff or Sutter. It also has not determined whether this lawsuit may proceed as a class action. Plaintiff believes she would have prevailed on her claims at a trial. Sutter does not believe that Plaintiff would have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they each avoid the costs, risks, and

uncertainties of a trial, and the employees allegedly affected will receive compensation. Plaintiff and her attorneys believe the Settlement is fair, reasonable, and adequate and in the best interests of all Settlement Class Members.

B. Who is in the Settlement Class?

The Settlement Class consists of all current and former non-exempt employees of Sutter who have been employed by Sutter from August 8, 2016 through [preliminary approval date] and who, during that period, recorded paid sick leave in at least one workweek and also received other nondiscretionary remuneration in the same workweek (“Compensable Workweek”).

Sutter’s settlement of the PAGA penalty claim in this case will cover all current and former non-exempt employees who have been employed in the Settlement Class from May 31, 2019 through [preliminary approval date] (the “PAGA Period”) and who had one or more Compensable Workweeks during that period.

C. What has Sutter agreed to do?

Sutter will pay \$4,750,000 (the “Maximum Settlement Amount”) to settle the lawsuit. The following sums will be paid from the Maximum Settlement Amount: (1) Class Counsel’s attorneys’ fees in an amount set by the Court not to exceed 35% of the Maximum Settlement Amount (\$1,662,500), plus Class Counsel’s documented litigation costs in an amount set by the Court not to exceed \$40,000; (2) a service payment to Plaintiff in an amount set by the Court, not to exceed \$15,000 for her service in the lawsuit; and (3) a reasonable amount set by the Court to the Settlement Administrator for administering the settlement, not to exceed \$62,500. Sutter has also agreed to pay \$475,000 to resolve the claims for civil penalties under PAGA. Of this amount, 75% (\$356,250) will be paid to the State of California and the remaining 25% (\$118,750) will be paid to all persons who are eligible members of the Settlement Class who have been employed during the PAGA Period, whether or not they exclude themselves from the Class Settlement.

The portion of the Maximum Settlement Amount remaining after these payments is the Net Settlement Amount, which will be paid out to those Settlement Class Members who do not opt out of the Settlement, as explained below. Sutter also will pay the employer share of applicable payroll taxes due on the portion of the individual settlement payments designated as “wages,” which will be paid outside the Maximum Settlement Amount.

D. What are you giving up to get a payment and stay in the Class?

Subject to the Court’s approval of the Settlement, all members of the Settlement Class who do not opt out of the Settlement will release Sutter, and any of its current and former parents, corporate members, subsidiaries, divisions, and affiliated companies, and their respective officers, directors, employees, partners, shareholders, agents, insurers, successors, assigns and legal representatives (“Released Parties”), as follows:

Plaintiff and all members of the Settlement Class will release the Released Parties from any and all claims, rights, demands, liabilities, and causes of 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 are alleged or reasonably could have been alleged based on the facts contained in the operative Complaint in the *Zayac* action, including but not limited to: (a) any and all claims for failure to provide paid sick leave in accordance with the Healthy Workplaces, Healthy Families Act of 2014 (“HWHFA”), Labor Code §§ 245-249, including failure to pay sick leave at the correct regular rate of pay; (b) any and all claims for violation of the “kin care” law, Labor Code § 233; (c) any and all derivative claims for failure to furnish accurate itemized wage statement in accordance with Labor Code § 226 arising out of the above-alleged claims; (d) any and all derivative claims for failure to provide sick leave wage when due upon separation of employment under Labor Code §§ 201-203; (e) any and all derivative claims for “late payment” penalties under Labor Code §§ 204 and 210 arising out of the above-alleged claims; (f) any and all derivative claims for violation of California Business and Professions Code §§ 17200 *et seq.* arising out of the above alleged claims; (g) any and all claims for violation of the Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.* arising out of the above-alleged claims; and (h) any and all claims for attorneys' fees and costs arising out of the above-alleged claims.

Additionally, upon the funding of the court-approved Settlement by Sutter, all eligible members of the Settlement Class who have been employed between May 31, 2019 through [preliminary approval date], whether or not they exclude themselves from the Settlement, will be deemed to have forever released and extinguished their claims for PAGA civil penalties against the Released Parties arising during the PAGA period to the extent those claims are based on the above-referenced claims that were alleged or reasonably could have been alleged based on the facts contained in Plaintiff's operative Complaint, as enumerated in the preceding subparagraph above and/or in Plaintiff's PAGA Notice to the California Labor and Workforce Development Agency.

Finally, the named Plaintiff, Carla Zayac, will generally release all known and unknown claims she may have against Sutter, of any nature whatsoever, not limited to the wage and hour claims alleged in this lawsuit.

The Released Claims do not include a release of all the other rights you have as an employee or former employee of the Released Parties. The Released Claims are specifically limited to the claims set forth above. This Settlement does not include a release of meal or rest break claims, which are the subject of another pending class and PAGA settlement.

E. How much money will I receive?

Each participating Settlement Class Member will receive an Individual Payment Amount, which is a share of the Net Settlement Amount. The Net Settlement Amount is calculated by first deducting from the Maximum Settlement Amount the court-approved (1) attorneys' fees and costs to Class Counsel; (2) settlement administration costs; (3) service payment to the Plaintiff; and (4) PAGA payments to the State of California and the PAGA-eligible members of the Settlement Class.

Based on Sutter's records, the Settlement Administrator will determine the number of workweeks worked by each Class Member in the Settlement Class. Those who do not opt out of the Settlement will receive an individual settlement award that amounts to a pro rata share of their allocated Net Settlement Amount, based on the number of Compensable Workweeks they worked during the Class Period in proportion to the total number of Compensable Workweeks worked by all of the eligible Settlement Class Members in the Settlement Class.

According to Sutter's records, you were employed in the Settlement Class for [_____] Compensable Workweeks between August 6, 2016 and [preliminary approval date].

Also, according to Sutter's records, you have [_____] Compensable Workweeks during the PAGA Period (between May 31, 2019, and [preliminary approval date]).

Based on this number, your Individual Payment Amount is estimated to be \$[_____]. The actual amount that you receive could be more or less than this amount, depending on the final settlement terms approved by the Court.

Please be advised that the number of Compensable Workweeks listed above is presumed to be correct unless you submit documents proving otherwise. If you disagree with the number of Compensable Workweeks listed above, please submit an explanation and evidence of your proposed Compensable Workweeks to the Settlement Administrator no later than [60 days after mailing]. In the event of a dispute about the correct number of Compensable Workweeks you worked during the Class Period, the Settlement Administrator will resolve the challenge with input from Sutter and Class Counsel, subject to final resolution by the Court if necessary.

F. Will any taxes be taken out of the settlement payments?

Twenty percent (20%) of your Individual Payment Amount will be treated as back wages and reported on an IRS Form W-2 with all appropriate taxes withheld. The remaining eighty percent (80%) of your payment will be treated as interest and penalties and reported as non-wage income on an IRS Form 1099. W-2 and 1099 Forms will be issued to all Settlement Class Members who cash their checks, as required by law. The PAGA payments will be treated solely as penalties and reported on an IRS Form 1099, without tax withholding.

Aside from the employer portion of payroll taxes, Settlement Class Members are responsible for the appropriate payment of any federal, state, and/or local income or payroll taxes owed on the Individual Payment Amounts they receive. The tax issues for each Settlement Class Member are unique to that Class Member. You are advised to obtain tax advice from your own tax advisor with respect to any payments resulting from this Settlement. This Notice does not constitute legal or tax advice regarding any federal, state, or local tax issue, and nothing in this Notice is intended to or should be used by any person for the purpose of avoiding any tax liability or tax penalties.

THE FINAL APPROVAL HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Approval Hearing") on _____, 2023, at _____ m., in Department 28 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95826. The Court will then determine: (i) whether the lawsuit should be certified as a class action for settlement purposes only; (ii) whether the Settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the Settlement; (iv) the amount of the attorneys' fees and costs to be awarded to Plaintiff's attorneys; (v) the amount that should be awarded to Plaintiff as a service payment; (vi) the amount that should be approved for civil penalties under PAGA; and (vii) the amount that should be approved for settlement administration costs. At the Final Approval Hearing, the Court will hear all objections as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are

not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU WILL NEVER BE REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move your residence, you must update your address with the Settlement Administrator. If you disagree with the number of workweeks worked as indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to support your position. The Settlement Administrator's address is [Settlement Administrator address].

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member but you object to the proposed Settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator, _____ at [address]. Objections must be postmarked no later than [60 days after mailing]. However, you still may appear at the Final Approval Hearing and raise an objection to the Settlement even if you did not submit written objections within this 60-day deadline.

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself from ("opt out" of) the Settlement, but if you choose to do so, you will not receive any payment from the proposed Class Settlement. You will not be bound by a judgment in this case as to the Class claims, and you will have the right to file your own lawsuit against Sutter and pursue your own claims in a separate suit if you wish. You can opt out of the Class by mailing a written statement to the Settlement Administrator, _____, at the above-stated address, so that it is postmarked no later than [60 days after mailing of the notice]. The written statement should contain your name, address, signature; your telephone number; and the name of this case, *Zayac v. Sutter Valley Hospitals*. It also must clearly state that you do not wish to be included in the Settlement, or words to that effect. It must be faxed, emailed or postmarked on or before the response deadline. If you do not exclude yourself from the Settlement in accordance with this procedure, you will be bound by the terms of the Settlement and the related judgment entered by the Court. Even if you exclude yourself as described above, you will still be bound by the PAGA release and you will receive a payment for the PAGA release.

NOTE REGARDING RESPONSE DEADLINES:

The 60-day deadline for you to opt out of the Settlement, object to the Settlement, or submit a challenge to the number of Compensable Workweeks being credited to you may be extended if your Notice was initially returned to the Settlement Administrator as undeliverable and, as a result, the Settlement Administrator re-mailed this Notice to you later. In such a case, you will have up to 7

calendar days from the date of the re-mailing to submit your response, even if that falls beyond the regular 60-day deadline

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should review the detailed Settlement Agreement, which is on file with the clerk of the Sacramento County Superior Court, 720 9th Street, Room 102, Sacramento, California 95826, and may also be reviewed online at [insert court website link] [or the Settlement Administrator's website] [insert website information].

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR OR COUNSEL FOR THE CLASS. CLASS COUNSEL ARE:

Majed Dakak, Esq.
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DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

**BY ORDER OF THE SACRAMENTO COUNTY
SUPERIOR COURT**