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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

CARLA ZAYAC, on behalf of herself and other
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]*

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

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

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

Plaintiff Carla Zayac’s motion for an Order Granting Preliminary Approval of Class Action Settlement hearing was held before this Court on March 17, 2023.

I. RECITALS

1. On or about November 25, 2020, Plaintiff sent written notice to Defendant Sutter Valley Hospitals and to the California Labor and Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code §§ 201-204, 226, 226.7, 246, and 512, pursuant to Labor Code § 2698, *et seq.* On that basis, on February 2, 2021, Plaintiff filed her initial Complaint in this Action in the Sacramento County Superior Court as a Class Action asserting Violation of Labor Code § 201, 233, 246; Violation of Labor Code § 226; Violation of Labor Code § 226.7 & 512; and Violation of Business & Professions Code § 17200, *et seq.* The initial Complaint also made claims by Plaintiff and on behalf of herself and all others similarly situated under Labor Code § 2698, *et seq.* (“PAGA Action”). The PAGA Action also alleges the same Labor Code violations as a proxy for the State of California pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”). On March 3, 2021, Plaintiff filed a First Amended Complaint adding another potential defendant Sutter Valley Medical Foundation.

2. On September 9, 2022, the Parties participated in a full-day, arms-length mediation before Michael J. Loeb of JAMS. With the assistance of the mediator, the Parties were able to come to a settlement of the claims in the Action, subject to the Court’s approval. The settlement was memorialized in a Memorandum of Understanding, subject to later completion of a long-form Settlement Agreement. The Parties were able to negotiate the settlement terms in the Joint Stipulation of Class Action and PAGA Settlement and Release (the “Agreement”). As set forth in the Agreement, the Parties have specifically excluded any and all claims for meal and rest period violations from the Class Members’ and PAGA Released Claims.

II. FINDINGS

3. The Court conditionally certifies the following Class: all non-exempt current or former employees of Defendant in the State of California who recorded paid sick leave in at least one workweek and also received, in that same workweek, nondiscretionary remuneration other than base hourly wages from August 8, 2016 through the Class Period End Date (defined as the date on which the Court enters its Preliminary Approval Order).

1 4. The Court hereby approves the terms and conditions provided for in the Agreement. The
2 Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a
3 settlement and appears to be presumptively valid, subject to any objections that may be raised at the
4 final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary
5 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
6 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It
7 also appears that investigation, research, and proceedings have been conducted so that counsel for the
8 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
9 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
10 would be presented by the further prosecution of the action. It also appears that settlement has been
11 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

12 **III. ORDERS**

13 After considering the papers and evidence, arguments of counsel, and all other matters presented
14 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

15 5. The Court grants preliminary approval of the Joint Stipulation of Class Action and PAGA
16 Settlement and Release (“Agreement”) submitted by the Parties. The Agreement appears to be fair,
17 adequate, and reasonable to the Class.

18 6. The Court appoints and designates: (a) Plaintiff Carla Zayac as Class Representative, and
19 (b) William L. Marder of Polaris Law Group, Majed Dakak of Kesselman Brantly Stockinger LLP, and
20 Dennis S. Hyun of Hyun Legal APC as Class Counsel for the Class. Class Counsel is authorized to act
21 on behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant
22 to the Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms. Any
23 Class Member may enter an appearance through his or her own counsel at such Class Member’s own
24 expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will
25 be represented by Class Counsel.

26 7. A final fairness hearing on the question of whether the proposed Agreement, the
27 allocation of Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the
28 Class Counsel Award for attorneys’ fees and litigation costs, the Class Representative Service Award,

1 and the Settlement Administration Costs should be finally approved as fair, reasonable, and adequate as
2 to the members of the Class is set for _____, 2023, at _____ in this
3 Court.

4 8. The Court hereby approves, as to form and content, the Notice of Pendency of Class
5 Action Settlement and Final Hearing (“Class Notice”), which is attached as **Exhibit 1** to the Agreement.
6 The Court finds that distribution of the Class Notice to Class Members substantially in the manner and
7 form set forth in the Agreement and this Order meets the requirements of due process and shall
8 constitute due and sufficient notice to all parties entitled thereto.

9 9. The Court appoints and designates Phoenix Settlement Administrators as the
10 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
11 Members using the procedures set forth in the Agreement.

12 10. Any Class Member may choose to opt out of and be excluded from the settlement as
13 provided in the Agreement and Notice Packet and by following the instructions for requesting exclusion.
14 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
15 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
16 signed by each such Class Member opting out and must otherwise comply with the requirements
17 delineated in the Notice Packet. Class Members who have not requested exclusion by submitting a valid
18 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
19 Judgment.

20 11. Any Class Member may object to the Agreement or express his or her views regarding
21 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
22 issues to be heard and determined by the Court as provided in the Agreement and Class Notice.

23 12. A Motion for Final Approval shall be filed by the Class Representatives no later than
24 sixteen (16) court days before the final fairness hearing.

25 13. The Court reserves the right to adjourn or continue the date of the final fairness hearing
26 and all dates provided for in the Agreement without further notice to the Class. The Court retains
27 jurisdiction to consider all further applications arising out of or connected with the Agreement.
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1 14. Should for whatever reason final approval is not granted, the fact that the Parties were
2 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue
3 of whether a class should be certified in a non-settlement context.

4 **IT IS SO ORDERED.**

5 DATED: _____, 2023

6 THE HONORABLE LAURI A. DAMRELL
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