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APR 25 2025

SUPERIOR COURT OF CALIFORNIA
COUNTY OF DEL NORTE

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF DEL NORTE**

KERRIE VENTRE, an individual, CYNTHIA
SCOTT, an individual, on behalf of themselves
and others similarly situated,

Plaintiffs,

v.

SUTTER COAST HOSPITAL, a corporation;
and DOES 1-100, inclusive,

Defendants.

Case No.: CVUJ-2022-1146

**CLASS AND REPRESENTATIVE
ACTION**

Assigned for all purposes to:
Hon. Karen Olsen
Dept. 2

**~~PROPOSED~~ FINAL JUDGMENT AND
ORDER APPROVING CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: April 25, 2025
Time: 9:00 a.m.

1 **[PROPOSED] FINAL JUDGMENT AND ORDER**

2 This matter came before the Court on April 25, 2025, at 9:00 a.m. in Department 2 of the Del
3 Norte Superior Court, Honorable Karen Olsen presiding, for a hearing on Plaintiffs' Motions for (1)
4 Final Judgment and Order Approving Class and Representative Action Settlement; and for (2)
5 Approval of Attorneys' Fees and Costs and Class Representatives' Awards Payments. Due and
6 adequate notice having been given to Class Members as required by the Court's November 22, 2024
7 Order Granting Plaintiffs' [Unopposed] Motion for Preliminary Approval of Class and Representative
8 Action Settlement, which required Notice to be given to the Class, the Court having considered all
9 papers filed and proceedings in this action, and determining that the settlement is fair, adequate, and
10 reasonable, and otherwise being fully informed and good cause appearing therefore, it is hereby

11 **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

12 1. This Order hereby incorporates by reference the definitions in the Settlement Agreement as
13 though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the
14 Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement").

15 2. This Court has jurisdiction over the claims of the members of the Class asserted in this
16 proceeding, personal jurisdiction over the Plaintiffs and Defendant, and the members of the Class, as
17 defined in the Settlement Agreement.

18 3. The Court certifies and approves, for settlement purposes only, the following Class as set forth
19 in the Settlement Agreement: "All current and former non-exempt employees of Sutter Coast Hospital
20 employed from June 6, 2018 through October 13, 2024."

21 4. Notice given to the class fully and accurately informed Class Members of all material elements
22 of the proposed settlement and of their opportunity to exclude themselves from, object to, or
23 comment on the settlement, and to appear at the final approval hearing. The notice was reasonable
24 and the best notice practicable under the circumstances. Accordingly, this Court finds that the notice
25 program described in the Settlement and completed by the Settlement Administrator complied fully
26 with the requirements of due process, Rule 3.766 of the California Rules of Court, and all other
27 applicable laws.

1 5. The Settlement Agreement is not an admission by Defendant or by any other Released Parties
2 nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or any
3 other Released Parties. Neither this Order, the Settlement Agreement, nor any document referred to
4 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be
5 used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or
6 against Defendant or any of the Released Parties.

7 6. There were no objections to the Settlement Agreement and no Class Members opted out. All
8 Class Members who did not submit a valid Request for Exclusion are bound by this Final Approval
9 Order and by the terms of the parties' Settlement Agreement, including releases provided for in the
10 Settlement and this Final Approval Order. By operation of the entry of this Final Approval Order, each
11 Settlement Class Member, including Plaintiffs Kerrie Ventre and Cynthia Scott ("Plaintiffs"), shall be
12 deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by
13 law, all Released Claims that he or she may have against the Released Parties. Class Members are
14 enjoined from prosecuting the Released Claims, and are enjoined from initiating or continuing other
15 proceedings regarding the Released Claims, as provided in the Settlement Agreement.

16 7. Settlement Class Members were given a full opportunity to participate in the Final Approval
17 hearing, and all Settlement Class Members and other persons wishing to be heard have been heard. All
18 Class Members, but those who submitted a valid Request for Exclusion, are bound by this Order.

19 8. The Court has considered all relevant factors for determining the fairness of the Settlement and
20 has concluded that all such factors weigh in favor of granting final approval. In particular, the Court
21 finds that the Settlement was reached following meaningful discovery and investigation; that the
22 settlement is the result of serious, informed, adversarial and arm's-length negotiations between the
23 parties; and that the terms of the settlement are in all respect fair, adequate, and reasonable.

24 9. In so finding, the Court has considered all evidence presented, including evidence regarding
25 the strength of the Plaintiffs' case; the risk, expense, and complexity of the claims presented; the likely
26 duration of further litigation; the amount offered in settlement; the extent of investigation and
27 discovery completed; and the experience and views of Plaintiffs' counsel.

1 10. The Court hereby finds the Settlement Payments provided to Settlement Class Members under
2 the terms of the Settlement to be fair and reasonable in light of all the circumstances. The Court,
3 therefore, orders the calculations and payments to be made and administered in accordance with the
4 terms of the Settlement Agreement.

5 11. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby approved.
6 Seventy-Five Percent (75%) or \$75,000, shall be paid to the California Labor and Workforce
7 Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be distributed to
8 the Aggrieved Employees as PAGA Penalty Payments. By operation of this Final Approval Order, the
9 Aggrieved Employees release their PAGA claims in their entirety.

10 12. The Court finds that the services provided by the Settlement Administrator were for the benefit
11 of the Class, and the cost of \$9,500 is fair, reasonable, and appropriate for reimbursement. The Court
12 approves payment to Phoenix Settlement Administrators for administration fees, which include all
13 costs and fees incurred to date, as well as estimated costs and fees involved in completing the
14 administration of the Settlement.

15 13. The Court confirms David R. Markham and Lisa Brevard of The Markham Law Firm, Robert
16 Wassermann and John P. Briscoe of Mayall Hurley P.C., Isam C. Khoury, Michael D. Singer and
17 Maggie K. Realin of Cohelan Khoury & Singer, and Walter L. Haines of United Employees Law Group
18 as Settlement Class Counsel in this action.

19 14. The Court finds that Settlement Class Counsel have the sufficient experience, knowledge, and
20 skill to promote and safeguard the interests of the Class. The Court therefore finds that Plaintiffs'
21 counsel satisfies the professional and ethical obligations of Settlement Class Counsel.

22 15. The Court further approves an award of attorneys' fees of \$333,333.33. The Court finds that
23 this amount is supported by both the application of the percentage fee and the lodestar-plus-multiplier
24 methods for awarding reasonable attorneys' fees.

25 16. In the course of this litigation, Class Counsel incurred \$33,476.70 in litigation costs including
26 in the form of court filing fees, expert fees, mediation fees and costs, research and delivery charges.
27

1 The Court approves the reimbursement to Class Counsel for the Litigation Expenses pursuant to the
2 terms of the Settlement Agreement.

3 17. The Court finds that Cynthia Scott and Kerrie Ventre are suitable representatives for the
4 Settlement Class and are hereby appointed as Class Representatives. The Court finds that Plaintiffs'
5 investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy
6 for the Settlement Class, and their interests are aligned with those of the Settlement Class.

7 18. The Court finds the Service Payments in the amount of \$10,000 each to Plaintiffs Scott and
8 Ventre are fair and reasonable compensation based upon the evidence presented regarding the services
9 provided and risks incurred by Plaintiffs in assisting Settlement Class Counsel.

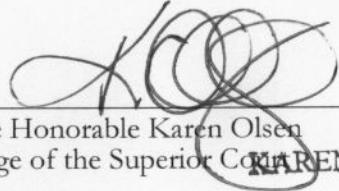
10 19. Without affecting the finality of this Final Approval Order, the Court reserves continuing and
11 exclusive jurisdiction over the parties to the Settlement, including Defendant, Plaintiffs, and Settlement
12 Class Members, to administer, supervise, construe and enforce the Settlement in accordance with its
13 terms.

14 20. This document shall constitute a judgment for purposes of California Rules of Court, Rule
15 3.796(h).

16 21. Plaintiffs shall file a settlement administrator's declaration regarding the final accounting of the
17 settlement funds by December 18, 2025.

18 **IT IS SO ORDERED.**

19
20 Dated: 4/25/25

21 
22 The Honorable Karen Olsen
23 Judge of the Superior Court KAREN D. OLSEN
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF DEL NORTE