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RACHEL ELIAS-BERG, and HEATHER
FICHTNER, on behalf of themselves, all
aggrieved employees, and all others
similarly situated

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

STACY O'BRAZA, RACHEL ELIAS-BERG,
and HEATHER FICHTNER, each
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

DIGNITY HEALTH, a California corporation,
and DOES 1 through 10, inclusive,

Defendants.

Case No. 34-2018-00240446
Assigned to: Hon. Lauri A. Damrell
Dept.: 8B

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Date: July 10, 2026
Time: 9:00 a.m.
Location: Dept. 8B

Action Filed: September 10, 2018

1 **ORDER**

2 This matter came before the Court on July 10, 2026 for hearing on Plaintiffs' Motion for
3 Final Approval of Class Action and PAGA Settlement. Due and adequate notice having been given
4 to Class Members, all Aggrieved Employees, and the LWDA, as required by the Court's Preliminary
5 Approval Order, and the Court having considered all papers filed and proceedings herein, and
6 having received no objections to the settlement, and determining that the settlement is fair, adequate
7 and reasonable, and otherwise being fully informed and good cause appearing therefore, it is
8 ORDERED AS FOLLOWS:

9 1. For the reasons set forth in the Preliminary Approval Order, which is adopted and
10 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
11 Procedure section 382 and California Rule of Court Number 3.769 have been satisfied.

12 2. This Order hereby adopts and incorporates by reference the terms and conditions of
13 the Class, Collective and PAGA Representative Action Settlement Agreement and Class Notice (the
14 "Settlement Agreement"), together with the definitions and terms used and contained therein.

15 3. The Court finds that it has jurisdiction over the subject matter of the action and over
16 all parties to the action, including all members of the Settlement Class.

17 4. The Class Notice fully and accurately informed Class Members and Aggrieved
18 Employees of all material elements of the Settlement Agreement and of their opportunity to opt out
19 or object; was the best notice practicable under the circumstances; was valid, due, and sufficient
20 notice to all Class Members and all Aggrieved Employees; and complied fully with the laws of the
21 State of California and due process. The Class Notice fairly and adequately described the class
22 settlement and provided Class Members with adequate instructions and a variety of means to obtain
23 additional information. The Class Notice also fairly and adequately described the PAGA settlement.

24 5. Class Members were given a full opportunity to participate in the Final Approval
25 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly
26 the Court determines that all Class Members who did not timely and properly opt out of the
27 settlement are bound by this Order.

28 6. The Court has considered all relevant factors for determining the fairness of the Class

1 Action settlement as well as the PAGA Settlement and has concluded that all such factors weigh in
2 favor of granting final approval. In particular, the Court finds that the settlements are the result of
3 serious, informed, adversarial, and arm's length negotiations between the Parties; and that the terms
4 of the settlement are in all respects, fair, adequate, and reasonable.

5 7. In so finding, the Court has considered all evidence presented, including evidence
6 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented;
7 the likely duration of further litigation; the amount offered in settlement; the extent of investigation
8 and discovery completed; and the experience and views of counsel. The Parties have provided the
9 Court with sufficient information about the nature and magnitude of the claims being settled, as well
10 as the impediments to recovery, to make an independent assessment of the reasonableness of the
11 terms to which the Parties have agreed.

12 8. Accordingly, the Court hereby approves the class settlement and the PAGA
13 settlement as set forth in the Settlement Agreement and expressly finds that the settlements are, in
14 all respects, fair, reasonable, adequate, and in the best interests of the entire Settlement Class and
15 hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement
16 Agreement. The Court also finds that settlement now will avoid additional and potentially
17 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
18 case. Additionally, after considering the monetary recovery provided by the settlement in light of
19 the challenges posed by continued litigation, the Court concludes that the settlement provides Class
20 Members with fair and adequate relief. The Court finds pursuant to Labor Code section 2699(s)(1)
21 that the proposed PAGA Settlement is fundamentally fair, reasonable, and adequate.

22 9. The Settlement Agreement is not an admission by Defendant or by any other released
23 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by
24 Defendant or any other released party. Neither this Order, the Settlement Agreement, nor any
25 document referred to herein, nor any action taken to carry out the Settlement Agreement, may be
26 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
27 liability whatsoever by or against Defendant or any of the other released parties.

28 10. Final approval of the Class Settlement shall be with respect to: "All Registered

1 Nurses and Licensed Vocational Nurses who were: (1) employed by Defendant Dignity Health
2 (“Defendant”) at each of the Sacramento Hospitals' Medical-Surgical, Telemetry, or Specialty Care
3 units, or other similar units having a 1:4 or 1:5 nurse-to-patient ratio as defined and required by 22
4 C.C.R. 70217(a)(10-12); and (2) worked for Defendant during the Class Period for a period of at
5 least one (1) Workweek”

6 11. Final approval of the PAGA Settlement shall be with respect to all Aggrieved
7 Employees defined as, “All current and former non-exempt employees who worked for Defendant
8 during the PAGA Period at the Sacramento Hospitals for at least one (1) Workweek.”

9 12. Plaintiff Stacy O’Braza, Plaintiff Rachel Elias-Berg, and Plaintiff Heather Fichtner
10 are suitable representatives and are hereby appointed the representatives for the Settlement Class.
11 The Court finds the Plaintiffs’ investment and commitment to the litigation and its outcome ensured
12 adequate and zealous advocacy for the Settlement Class, and that her interests are aligned with those
13 of the Settlement Class.

14 13. The Court finds that attorneys Bryan J. Lazarski of the Lazarski Law Practice, L.P.
15 and Gregory P. Wong of Lyfe Law, LLP have the requisite qualifications, experience, and skill to
16 protect and advance the interests of the Settlement Class. The Court therefore finds that Bryan J.
17 Lazarski and Gregory P. Wong satisfy the professional and ethical obligations attendant to the
18 position of Class Counsel, and hereby appoints them as counsel for the Settlement Class.

19 14. The Court approves distribution of Individual Class Payments in the total amount of
20 \$3,053,318.28, pursuant to the Settlement Agreement.

21 15. The settlement of civil penalties under PAGA in the amount of \$100,000.00 is
22 hereby approved. Pursuant to the Settlement Agreement, Seventy-Five Percent (75%), or
23 \$75,000.00, shall be paid to the California Labor and Workforce Development Agency. The
24 remaining Twenty-Five Percent (25%), or \$25,000.00, will be distributed as Individual PAGA
25 Payments.

26 16. The Court approves the Administrator’s Expense Payment in the amount of
27 \$82,000.00 to CPT Group, Inc.

28 17. The Court approves Class Representative Service Payments to Plaintiffs in the

1 amount of \$20,000.00 each (\$60,000.00 total).

2 18. Defendant, acting through the Claims Administrator, shall pay Settlement Class
3 Members pursuant to the procedure described in the Settlement Stipulation.

4 19. The Settlement Compliance Hearing Date is set for October 30, 2026 at 10:30 a.m.

5 20. All Class Members were given a full and fair opportunity to participate in the
6 Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard.
7 Members of the Settlement Class also have had a full and fair opportunity to exclude themselves
8 from the proposed settlement and the class. Accordingly, the terms of the Settlement Stipulation and
9 of the Court's Order shall be forever binding on all Class Members who did not timely and properly
10 opt out of the settlement. These Class Members have released and forever discharged the Defendants
11 for any and all Released Claims.

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13 IT IS SO ORDERED.

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16 Dated: _____

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Hon. Laurie A. Damrell
Sacramento County Superior Court

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