

**FILED**  
Superior Court of California  
County of Sacramento  
**06/20/2025**  
J. Servantez, Deputy

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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
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.: 22

**~~PROPOSED~~ ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Hearing Date: June 6, 2025  
Time: 9:00 a.m.  
Location: Dept. 22

Action Filed: September 10, 2018

Electronically Received 06/13/2025 07:40 PM

1 Plaintiffs Stacy O'Braza, Plaintiff Rachel Elias-Berg, and Plaintiff Heather Fichtner  
2 (hereinafter "Plaintiffs") Motion for Preliminary Approval of an Order Preliminary Approval of  
3 Class Action Settlement was heard by the court on April 18 and June 6, 2025. The Court has  
4 considered the Class, Collective and PAGA Representative Action Settlement Agreement, as  
5 amended, and Class Notice, as amended, (hereinafter the "Stipulation") and all other papers filed in  
6 this action.

7 **NOW THEREFORE, IT IS HEREBY ORDERED:**

8 1. All defined terms contained herein shall have the same meanings as set forth in the  
9 Stipulation.

10 2. The Class Representative and Defendant, through their counsel of record in the action  
11 entitled *Stacy O'Braza, et al. v. Dignity Health* (the "Litigation"), have reached an agreement to  
12 settle all claims in the Litigation on behalf of the Class as a whole.

13 3. The Court hereby conditionally certifies the following Class for settlement purposes  
14 only: "All Registered Nurses and Licensed Vocational Nurses who were: (1) employed by Defendant  
15 Dignity Health ("Defendant") at each of the Sacramento Hospitals' Medical-Surgical, Telemetry, or  
16 Special Care units or other similar units having a 1:4 or 1:5 nurse-to-patient ratio as defined and  
17 required by 22 C.C.R. 70217(a)(10-12); and (2) worked for Defendant during the Class Period for a  
18 period of at least (1) Workweek."

19 4. For purposes of the proposed Class settlement, the term "Sacramento Hospitals" shall  
20 mean the following seven (7) hospitals in the Sacramento area: (a) Woodland Memorial Hospital,  
21 (b) Mercy General Hospital, (c) Mercy Folsom Hospital, (d) Mercy San Juan Hospital, (e) Methodist  
22 Hospital of Sacramento, (f) Sierra Nevada Memorial Hospital, (g) Mercy Redding Hospital.

23 5. For purposes of the proposed Class settlement, the "Class Period" shall be defined as:  
24 "the period from September 10, 2014 through Preliminary Approval."

25 6. The Court also preliminarily approves the following proposed definition of the  
26 "Aggrieved Employees" for purposes of the proposed PAGA settlement: "all current and former  
27 non-exempt employees who worked for Defendant during the PAGA Period at the Sacramento  
28 Hospitals for at least one (1) Workweek."

1           7.       For purposes of the proposed PAGA settlement, the “PAGA Period” shall be defined  
2 as: “The period from September 10, 2014 through Preliminary Approval.”

3           8.       Should for whatever reason the Stipulation and Judgment not become Final, the fact  
4 that the parties were willing to stipulate to certification of a class as part of the Stipulation shall have  
5 no bearing on or be admissible in connection with the issue of whether a class should be certified in  
6 a non-settlement context.

7           9.       The Court appoints and designates: (a) Plaintiff Stacy O’Braza, Plaintiff Rachel Elias-  
8 Berg, and Plaintiff Heather Fichtner as the Class Representatives and (b) Bryan J. Lazarski, Esq. and  
9 Gregory P. Wong, Esq., as Class Counsel for the Class. Class Counsel is authorized to act on behalf  
10 of the Class with respect to all acts or consents required by, or which may be given, pursuant to the  
11 Stipulation, and such other acts reasonably necessary to finalize the Stipulation and its terms. Any  
12 Class Member may enter an appearance through his or her own counsel at such Class Member’s own  
13 expense. Any Class Member who does not enter an appearance or appear on his or her own behalf  
14 will be represented by Class Counsel.

15          10.      The Court hereby approves the terms and conditions provided for in the Stipulation,  
16 inclusive of the modification to Section 5.2 of the Stipulation (“Release by Participating Class  
17 Members”) by the June 13, 2025 stipulation of Counsel.

18          11.      The Court hereby preliminarily approves the Stipulation and the Gross Settlement  
19 Sum in the amount of \$5,000,000.00, which is to be distributed as follows: Out of the Gross  
20 Settlement Sum: (a) \$20,000.00 is to be paid to each of the Class Representatives for their services  
21 to the Class (the “Class Representative Service Payments”); (b) a total of up to \$1,666,666.67 shall  
22 be paid to Class Counsel for attorneys’ fees and up to \$100,000.00 shall be paid to Class Counsel as  
23 reimbursement of actual costs incurred; and (c) the Claims Administrator shall be paid for its fees  
24 and costs relating to the claims administration process which is expected to not exceed \$25,000.00;  
25 and (d) \$100,000.00 for settlement of the claim for penalties pursuant to the Private Attorneys’  
26 General Act (“PAGA”), with 75% (\$75,000.00) of that amount being remitted to the Labor  
27 Workforce Development Agency and the remainder (25% or \$25,000.00) distributed to the  
28 Aggrieved Employees. The Court further hereby preliminarily approves the formulas provided in

1 the Stipulation regarding Individual Class Payments as set forth in Section 1.29 of the Stipulation.

2 12. The Court finds that on a preliminary basis the Stipulation appears to be within the  
3 range of reasonableness of a settlement, including the Class Representative Service Payments, Class  
4 Counsel fees and costs, the claims administration fees and the allocation of individual settlement  
5 payments, that could ultimately be given final approval by this Court. It appears to the Court on a  
6 preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class  
7 Members when balanced against the probable outcome of further litigation relating to liability and  
8 damages issues. It also appears that extensive and costly investigation, research, and court  
9 proceedings have been conducted so that counsel for the Settling Parties are able to reasonably  
10 evaluate their respective positions. It appears to the Court that settlement at this time will avoid  
11 substantial additional costs by all Settling Parties, as well as avoid the delay and risks that would be  
12 presented by the further prosecution of the Litigation. It also appears that settlement has been  
13 reached as a result of intensive, serious, and non-collusive, arms-length negotiations.

14 13. A hearing (the "Settlement Fairness Hearing") shall be held before this Court on  
15 October 31, 2025 at 9:00 a.m. in Department 22 of the above listed Superior Court of the State of  
16 California, County of Sacramento, Gordon D. Schaber Superior Court located at 720 9<sup>th</sup> Street,  
17 Sacramento, CA 95814 to determine all necessary matters concerning the Stipulation, including  
18 whether the proposed settlement of the action on the terms and conditions provided for in the  
19 Stipulation is fair, adequate, and reasonable and should be finally approved by the Court and whether  
20 a Judgment, as provided in the Stipulation, should be entered herein. At this same time, a hearing  
21 on Class Counsels' motion for attorneys' fees and reimbursement of litigation costs and the Class  
22 Representatives' Service Payments shall also be held.

23 14. The Court hereby approves, as to form and content, the Notice of Proposed Class  
24 Action Settlement to be sent to Class Members, which is attached as an exhibit to the Stipulation  
25 and to this Order as Exhibit A. The Court finds that distribution of the Class Notice to Class  
26 Members substantially in the manner and form set forth in the Stipulation and this Order meet the  
27 requirements of due process and shall constitute due and sufficient notice to all parties entitled  
28 thereto.

1           15.     The Court appoints and designates CPT Group, Inc. as the Claims Administrator. The  
2 Court hereby directs the Claims Administrator to provide the approved Notice of Proposed Class  
3 Action Settlement to Class Members using the procedures set forth in the Stipulation.

4           16.     Any Class Member may choose to opt out of and be excluded from the settlement as  
5 provided in the Stipulation and Class Notice and by following the instructions for requesting  
6 exclusion. Any person who timely and properly opts out of the settlement will not be bound by the  
7 Stipulation or have any right to object, appeal, or comment thereon. Any Request for Exclusion  
8 must be signed by each such Class Member opting out and must otherwise comply with the  
9 requirements delineated in the Stipulation and the Class Notice. Class Members who have not  
10 requested exclusion by submitting a valid and timely Request for Exclusion, by the Response  
11 Deadline (Defined in Paragraph 1.47 of the Stipulation), shall be bound by all determinations of the  
12 Court, the Stipulation, and Judgment.

13           17.     Any Class Member may object to the Stipulation or express his or her views regarding  
14 the Stipulation and may present evidence and file briefs or other papers that may be proper and  
15 relevant to the issues to be heard and determined by the Court as provided in the Class Notice. No  
16 Class Member, however, shall be heard or entitled to object, and no papers or briefs submitted by  
17 any such person shall be received or considered by the Court, unless: (1) On or before the Response  
18 Deadline the Class Member or Person or his or her counsel properly filed their objections with the  
19 Court and served their objections on Class Counsel and Defense Counsel as provided in the  
20 Stipulation and Class Notice; or (2) the objecting Class Member appears at the Final Approval  
21 hearing, either in person or through counsel. Any Class Member who does not make his or her  
22 objection in the manner provided for in the Stipulation and Class Notice, including by the Response  
23 Deadline, shall be deemed to have waived such objection and shall forever be foreclosed from  
24 making any objection to the Stipulation. Aggrieved Employee shall not have the right to object to  
25 the PAGA claims, and all Aggrieved Employees, including Non-Participating Class Members, shall  
26 be entitled to an Individual PAGA Payment.

27           18.     Defendant must exercise any right it may have to terminate the Stipulation by no later  
28 than thirty (30) calendar days after the Response Deadline.

19. The Motion for Final Approval shall be filed no later than sixteen (16) court days before the Settlement Fairness Hearing.

20. In the event that the Effective Date occurs, all Participating Class Members, Aggrieved Employees, and Class Representatives will be deemed to have forever released and discharged the Released Class Claims and Released PAGA Claims applicable to them.

21. The Court reserves the right to adjourn or continue the date of the Settlement Fairness Hearing and all dates provided for in the Stipulation without further notice to the Class and retains jurisdiction to consider all further applications arising out of or connected with the Stipulation.

**IT IS SO ORDERED.**

DATED: 06/18/2025

The Honorable Lori A. Damrell  
Judge of the Superior Court



# **Exhibit A**

## **Notice of Class, Collective, and PAGA Representative Action Settlement**

# **NOTICE OF CLASS, COLLECTIVE, AND PAGA REPRESENTATIVE ACTION SETTLEMENT**

*Stacy O'Braza, Rachel Elias-Berg, and Heather Fichtner v. Dignity Health*  
Superior Court of the State of California for the County of Sacramento  
Case No. 34-2018-00240446-CU-OE-GDS

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*This notice is to the following individuals in connection with a pending class action settlement:*

**All Registered Nurses and Licensed Vocational Nurses who were: (1) employed by Defendant Dignity Health ("Defendant") at each of the Sacramento Hospitals' Medical-Surgical, Telemetry, or Specialty Care units, or other similar units having a 1:4 or 1:5 nurse-to-patient ratio as defined and required by 22 C.C.R. 70217(a)(10-12); and (2) worked for Defendant for at least one day during the time period of September 10, 2014 through June 20, 2025 (the "Class").**

**"Sacramento Hospitals" is defined to include the below identified seven (7) hospitals in the Sacramento area:**

- a. Woodland Memorial Hospital**
- b. Mercy General Hospital**
- c. Mercy Folsom Hospital**
- d. Mercy San Juan Hospital**
- e. Methodist Hospital of Sacramento**
- f. Sierra Nevada Memorial Hospital**
- g. Mercy Redding Hospital.**

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*Read this notice carefully. Your legal rights could be affected whether you act or not.*

The Superior Court of the State of California for the County of Sacramento (the "Court") has preliminarily approved the settlement of this class and representative action lawsuit filed by Stacy O'Braza, Rachel Elias-Berg, and Heather Fichtner (collectively, the "Class Representatives" and the "Plaintiffs") against Defendant for alleged wage and hour violations (the "Lawsuit").

The Lawsuit alleges the following causes of action: (1) failure to pay regular, overtime, and/or double time wages; (2) failure to pay all wages upon termination; (3) failure to provide accurate, itemized wage statements; (4) unfair business practice; and (5) violation of the Private Attorneys General Act ("PAGA"). Defendant denies all claims and maintains it has fully complied with the law. It further denies that the matter can properly be brought as a class, collective, or representative action.

Pursuant to a court order, you are hereby notified that the Class Representatives and Defendant have reached a proposed settlement of the Lawsuit (the "Settlement"). The Honorable Lauri A. Damrell has been assigned as the judge overseeing the Lawsuit and Settlement. The Court held a hearing on June 6, 2025. After the hearing, the Court granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed

that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement. Capitalized terms in this Class Notice are defined herein and/or in the Parties' Class, Collective, and PAGA Representative Action Settlement Agreement ("Agreement").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you will receive may be different and depends on several factors, such as total participating class members.

The above estimates are based on Defendant's records showing that **you worked [REDACTED] Workweeks** during the Class Period and **you worked [REDACTED] Pay Periods** during the PAGA Period. If you believe that you worked more during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                                              | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Class Period wage claims against Defendant that are covered by this Settlement ("Released Class Claims," as defined in Section 2 of this Notice).                                                                                                                                                                                                                                                                        |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is [insert 45-day Response Deadline]</b> | If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request To Opt-Out. Once excluded, you will be no longer eligible for an Individual Class Payment and cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.<br><br>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (as defined in Section 2 of this Notice). |
| <b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b>                                                  | All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and the Class Representatives who pursued the Action on behalf of the Class and Aggrieved Employees. You are not personally                                                                                                                                                                                                                              |

|                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Written Objections Must be Submitted by [insert 45-day Response Deadline]</b>                                                                                                        | responsible for any payments to Class Counsel or the Class Representatives, but every dollar paid to Class Counsel and the Class Representatives reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or the Class Representatives if you think they are unreasonable. See Section 7 of this Notice.                                                                                                                                                                                                       |
| <b>You Can Participate in the October 31, 2025 Final Approval Hearing</b>                                                                                                               | The Court's Final Approval Hearing is scheduled to take place on <u>October 31, 2025</u> . You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Sections 7 and 8 of this Notice.                                                                                                                                  |
| <b>You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods</b><br><br><b>Written Workweeks/Pay Periods Disputes Must be Submitted by [insert 45-day Response Deadline]</b> | The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <b>[insert 45-day Response Deadline]</b> . See Section 4 of this Notice. |

The Court's final approval hearing is scheduled to take place on **October 31, 2025 at 9:00 a.m.** in Dept. 22 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814. You do not have to attend but you do have the right to appear. ***For more information, please carefully read this notice.***

## 1. WHAT IS THE ACTION ABOUT?

The Class Representatives are one current employee and two former employees of Defendant. The Class Representatives alleged Defendant violated California labor and employment laws as follows: (1) failure to pay regular, overtime, and/or double time wages; (2) failure to pay all wages upon termination; (3) failure to provide accurate, itemized wage statements; (4) unfair business practice; and (5) violation of the Private Attorneys General Act. The Class Representatives are represented by Bryan J. Lazarski of Lazarski Law Practice, P.C. and Gregory P. Wong of Lyfe Law, LLP ("Class Counsel.")

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. Defendant has asserted numerous procedural and legal defenses to the Lawsuit and contends that the facts and applicable law do not allow for any monetary or other relief to the Class Representatives or the Class. Defendant wishes to settle this Lawsuit only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an

admission by Defendant that the Class Representatives' claims in the Lawsuit have merit or that it has any liability to the Class Representatives or the group of individuals that the Class Representatives seek to represent in the Lawsuit. The Court has not made any determination as to whether the Class Representatives' claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of the Class Representatives or Defendant. Instead, both sides agreed to resolve the Lawsuit with no decision or admission of who is right or wrong.

## **2. WHAT ARE PROPOSED SETTLEMENT TERMS?**

At the Final Approval Hearing, the Class Representative, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of \$5,000,000.00 and authorize the following deductions:

- *Administration Expenses Payment.* Payment to the Administrator, estimated not to exceed \$82,000.00, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments, Individual PAGA Payments, and tax forms, and handling questions about the Settlement.
- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys' fees not to exceed 1/3 of the Gross Settlement Amount, which is presently estimated to be \$1,666,666.67, and an additional amount to reimburse actual litigation costs incurred by the Class Representatives not to exceed \$100,000.00. Class Counsel has been prosecuting the Lawsuit on behalf of the Class Representatives and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- *Class Representative Service Payments.* Class Representative Service Payments in an amount not to exceed \$20,000.00 to each of the Class Representatives, subject to Court approval, to compensate the Class Representatives for their services on behalf of the Class in initiating and prosecuting the Lawsuit, and for the risks the Class Representatives undertook.
- *PAGA Penalties.* A payment of \$100,000.00 relating to the claim for penalties under PAGA, 75% (\$75,000.00) of which will be paid to the California Labor Workforce Development Agency ("LWDA"), and 25% (\$25,000.00) of which shall be distributed as "Individual PAGA Payments" to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period.
  - The "PAGA Period" is September 10, 2014 through June 13, 2025.
  - "Aggrieved Employees" means all current and former non-exempt employees who worked for Defendant during the PAGA Period at the Sacramento Hospitals for at least one (1) Workweek. As part of the resolution of the PAGA claim through this PAGA Penalties payment, Aggrieved Employees will release all Released PAGA Claims for civil penalties alleged in the Lawsuit which arose during the PAGA Period as set forth below.

Participating Class Members' Released Class Claims. After making the above deductions in amounts approved by the Court, the Administrator will calculate and distribute making Individual Class Payments to Participating Class Members based on their Workweeks. 20% of each Individual Class Payment shall constitute taxable wages ("Wage Portion") and 80% shall constitute interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by the **[[Response Deadline]]** "Response Deadline." After the Judgment is final and Defendant has fully funded the settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the settlement, as follows:

Plaintiffs and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the "Released Class Claims." The Released Class Claims include all claims asserted in the Action, as amended, and/or arising from or related to the facts and claims alleged in the Action, as amended, or that could have been raised in the Action, as amended, based on the facts and claims alleged. The Released Class Claims include all claims for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to keep/maintain accurate records including payroll records; unfair business practices related to the Released Class Released Claims; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; all claims related to the Released Class Claims arising under: the California Labor Code (including, but not limited to, sections 200, 201, 201.3, 201.5, 201.6, 201.7, 201.8, 201.9, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 227.3, 256, 510, 511, 512, 515, 516, 550, 551, 552, 554, 558, 1174, 1174.5, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, and 1198); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200, et seq.; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.; and federal common law. This release excludes the release of claims not permitted by law.

Participating Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for

purposes of the FLSA and, as to those Class Members, the Released Class Claims include any and all claims the Class Members may have under the FLSA, arising from or related to the facts and claims alleged in the Action, or that could have been alleged in the Action based on the facts and claims alleged in the Action, as amended, during the Class Period. Only those Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims.

The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of the [Action], elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.”

Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018).

Aggrieved Employees’ Released PAGA Claims. After the Court’s judgment is final, and Defendant has paid the Gross Settlement Amount and separately paid the Employer Paid Taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Release is as follows:

Plaintiff, the Labor and Workforce Development Agency, and the State of California through Plaintiffs as its agent s and/or proxies, and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted in Plaintiffs’ Complaint, as amended, and/or in the PAGA Notice, including but not limited to, include all claims for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period,

and/or recovery period premiums; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to keep/maintain accurate records including payroll records; unfair business practices related to the Released PAGA Claims; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; all claims related to the Released PAGA Claims arising under: the California Labor Code (including, but not limited to, sections 200, 201, 201.3, 201.5, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 227.3, 256, 510, 511, 512, 515, 516, 550, 551, 552, 554, 558, 1174, 1174.5, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 2698 et seq., and 2699 et seq.); and the Wage Orders of the California Industrial Welfare Commission ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period. Aggrieved Employees will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims.

### **3. HOW ARE MY SETTLEMENT PAYMENTS CALCULATED?**

Individual Class Payments. The Administrator will calculate Individual Class Payments by (i) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (ii) multiplying the result by each Participating Class Member's Workweeks.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (i) dividing the Aggrieved Employees' share of the PAGA Payment (\$25,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (ii) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

### **4. HOW CAN I CORRECT THE NUMBER OF WORKWEEKS?**

You have until the Response Deadline to correct or challenge the number of Workweeks and the number of PAGA Pay Periods. You can submit your challenge by signing and sending a letter to the Administrator via mail or email to the Administrator at the following address:

Administrator:

Name of Company: CPT Group, Inc.  
Email Address: info@cptgroup.com  
Mailing Address: 50 Corporate Park, Irvine, CA 92606  
Telephone: 1 (800) 542-0900  
Fax Number: (949) 419-3446

The Administrator will accept Defendant's calculation of Workweeks as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

## 5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete the attached Request for Exclusion form and mail or email it to the Administrator before the Response Deadline, which is [REDACTED]. **If you opt out, you will receive NO money from the Settlement**, except for any applicable Individual PAGA Payment, **and you will not be bound by the Settlement's terms**, except for the PAGA Release, which shall apply to you even if you opt out of the Settlement.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement by submitting a written objection to the Administrator before the Response Deadline. Class Members may not object to the PAGA Settlement. To object, please provide a written statement to the Administrator advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Lawsuit and include your name, current address, telephone number, and your approximate dates of employment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on October 31, 2025 at 9:00 a.m. in Dept. 22 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814. The Court may allow remote/virtual appearances. If you wish to attend the Final Approval Hearing remotely, you may join via the Court's Zoom Link or phone number. The Court's Zoom link is: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>. To join by telephone, you may dial: (833) 568-8864 (ID: 16184738886). At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to the LWDA, Class Counsel, the Class Representatives, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defendant's counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and the Class Representatives have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Court's website, access the Court's Civil Case Search Portal website (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>), and search for the case using the case number at the top of this notice. You can also telephone or send an email to Class Counsel at the address below:

### Class Counsel

Bryan J. Lazarski  
Lazarski Law Practice, P.C.  
1901 Avenue of the Stars, Suite 224  
Los Angeles, CA 90067  
[bryan@lazarskilaw.com](mailto:bryan@lazarskilaw.com)

Gregory P. Wong, Esq.  
Lyfe Law, LLP  
864 S. Robertson Blvd., 3rd Fl.  
Los Angeles, CA 90035  
[gregw@lyfe.com](mailto:gregw@lyfe.com)

## **10. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?**

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California Controller's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, [https://www.sco.ca.gov/upd\\_form\\_claim.html](https://www.sco.ca.gov/upd_form_claim.html).

**PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.**

# **Exhibit B**

## **Request for Exclusion Form**

## **Request for Exclusion Form**

*Stacy O'Braza, Rachel Elias-Berg, and Heather Fichtner v. Dignity Health*  
Superior Court of the State of California for the County of Sacramento  
Case No. 34-2018-00240446-CU-OE-GDS

By signing and returning this form, I confirm that I do not want to be included in the Class Settlement or receive an Individual Class Payment settlement check in the class action lawsuit referenced above.

I understand that by opting out, I am giving up my right to receive any Individual Class Payments in this Settlement. To “opt out,” this form must be postmarked no later than **[[Response Deadline]]** and mailed via U.S. Mail to the following address:

### **INSERT CONTACT INFO**

I confirm I have reviewed the Notice of Class, Collective, and PAGA Representative Action Settlement. I have decided to be excluded from the class and **not** participate in the proposed Class Settlement or receive an Individual Class Payment settlement check I am otherwise entitled to receive.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Last Four Digits of SSN)

\_\_\_\_\_  
(Type or print name and former name(s))

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Address)