

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858) 551-1223

9 Fax: (858) 551-1232

10 Website: www.bamlawca.com

11 Email: kyle@bamlawca.com

12 Attorneys for Plaintiffs

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

AMANDA NUNEZ and MARLISHA L.
JAMES, individuals, on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiffs,

vs.

UNIVERSITY HEALTHCARE ALLIANCE,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 23-CIV-05931

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

Hearing Date: June 30, 2026

Hearing Time: 2:00 p.m.

Judge: Hon. Nancy L. Fineman

Dept: 4

Courtroom: 4C

Date Filed: December 14, 2023

Trial Date: Not set

1 The unopposed motion of Plaintiffs Amanda Nunez and Marlisha L. James (“Plaintiffs”)
2 for an order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”)
3 with Defendant University Healthcare Alliance a.k.a. Stanford Medicine Partners (“Defendant”),
4 Class Counsel Fees and Class Counsel Litigation Expenses, Class Representative Service
5 Payments, and the expenses of the Administrator duly came on for hearing on June 30, 2026
6 before the Honorable Nancy L. Fineman.

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All terms used herein shall have the same meaning as defined in the Agreement.

12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the Superior Court for the State of California, in and for the County of San Mateo, and over all
14 Parties to this litigation, including the Class.

15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of is One Million Nine Hundred
17 and Fifty Thousand Dollars (\$1,950,000) and the terms set forth in the Agreement are fair,
18 reasonable, and adequate. The Gross Settlement Amount will be used to pay Individual Class
19 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment,
20 Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the
21 Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any
22 reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the
23 Individual Class Payments allocated to wages, which shall not be paid from the Gross Settlement
24 and shall be the separate additional obligation of Defendant.

25 4. The Court further finds that the Settlement was the result of arm’s length
26 negotiations conducted after Class Counsel had adequately investigated the claims and became
27 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
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1 Settlement, and the assistance of an experienced mediator in the settlement process, among other
2 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

3 **Preliminary Approval of the Settlement**

4 5. On February 19, 2026, the Court granted preliminary approval of the Settlement.
5 At this same time, the Court approved conditional certification of the Class for settlement
6 purposes only.

7 **Notice to the Class**

8 6. In compliance with the Preliminary Approval Order, the Court-approved Class
9 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
10 about March 23, 2026. Mailing of the Class Notice to their last-known addresses was the best
11 notice practicable under the circumstances and was reasonably calculated to communicate actual
12 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
13 Class Members fully and accurately informed the Class Members of all material elements of the
14 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
15 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
16 fully with the laws of the State of California, the United States Constitution, due process and other
17 applicable law. The Class Notice fairly and adequately described the Settlement and provided
18 Class Members adequate instructions and a variety of means to obtain additional information.

19 7. The Response Deadline for opting out or submitting written objections to the
20 Settlement was May 22, 2026, which for re-mailings was extended by fourteen (14) days. There
21 was an adequate interval between notice and the deadline to permit Class Members to choose what
22 to do and to act on their decision. A full and fair opportunity has been afforded to the
23 Participating Class Members to participate in this hearing, and all Participating Class Members
24 and other persons wishing to be heard have had a full and fair opportunity to be heard. Class
25 Members also have had a full and fair opportunity to exclude themselves from the proposed
26 Settlement and Class. Accordingly, the Court determines that all Class Members who did not
27 timely and properly submit a request for exclusion ("Participating Class Members") are bound by
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1 the Settlement and this Final Approval Order and Judgment, provided that PAGA Group Members
2 will released the PAGA Released Claims as set forth in the Agreement, and will be send a portion
3 of the PAGA Payment, regardless of whether they opt out of the Settlement.

4 **Fairness of the Settlement**

5 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
6 48 Cal.App.4th 1794, 1801 (1996).

7 a. The settlement was reached through arm's-length bargaining between the
8 Parties during an all-day mediation before Tripper Ortman, an experienced mediator of wage and
9 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

10 b. Plaintiffs and Class Counsel's investigation and discovery have been
11 sufficient to allow the Court and counsel to act intelligently.

12 c. Counsel for all Parties are experienced in similar employment class action
13 litigation. Class Counsel recommended approval of the Agreement.

14 d. The percentage of objectors and requests for exclusion is small. No
15 objections were received. No requests for exclusion were received.

16 e. The participation rate was high. 1,573 Participating Class Members will be
17 mailed a settlement payment, representing 100% of the overall Class.

18 9. The consideration to be given to the Participating Class Members under the terms
19 of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the
20 claims asserted in this action and is fair, reasonable and adequate compensation for the release of
21 Participating Class Members' claims, given the uncertainties and significant risks of the litigation
22 and the delays which would ensue from continued prosecution of the action.

23 10. The Agreement is finally approved as fair, adequate and reasonable and in the best
24 interests of the Class Members.

25 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

26 11. From the Gross Settlement Amount, an award of \$650,000 for Class Counsel's
27 attorneys' fees, representing one-third of the Gross Settlement Amount, and \$31,957.47 for Class
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Counsel's litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested awards have been supported by Class Counsel's lodestar and billing statement.

Class Representative Service Payments

12. The Agreement provides for a Class Representative Service Payment of not more than \$15,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class Representative Service Payments in the amount of \$15,000 each from the Gross Settlement Amount to the Plaintiffs are reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for his time and effort in bringing and prosecuting this matter on behalf of the Class.

Administration Expenses Payment

13. The Administrator shall calculate and administer the payments to be made to the Participating Class Members and the PAGA Payments to the LWDA and to PAGA Group Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms, calculate withholdings and perform the other remaining duties set forth in the Agreement. The Administrator has documented \$18,500 in fees and expenses, and this amount is reasonable in light of the work performed by the Administrator.

PAGA Penalties

14. The Agreement provides for a PAGA Penalties out of the Gross Settlement Amount of \$40,000, which shall be allocated \$30,000 to the Labor & Workforce Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties and \$10,000 to the PAGA Group Members as the Individual PAGA Payments pursuant to the PAGA. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Group Members' 25% share of PAGA Penalties (\$10,000) by the total number of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period and (b) multiplying the result by each PAGA Group Member's PAGA Pay Periods. "PAGA Group Members" are a ll

1 individuals who were employed by Defendant in the State of California and classified as non-
2 exempt employees at any time during the PAGA Period (November 20, 2022 through June 14,
3 2025). Pursuant to Labor Code section 2699, the LWDA was provided notice of the Agreement
4 and these settlement terms and has not indicated any objection thereto. The Court finds and
5 determines that the notice of the Settlement complies with the statutory requirements of PAGA.
6 The Court finds the resolution of the PAGA Released Claims and the PAGA Penalties to be
7 reasonable, fair, and appropriate.

8 **II.**
9 **ORDERS**

10 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

11 15. The Class is certified for the purposes of settlement only. The Class is defined as
12 follows:

13 All individuals who were employed by Defendant in the State of California and
14 classified as non-exempt employees at any time during the Class Period (March 12,
2022 to June 14, 2025).

15 16. All persons who meet the foregoing definition are members of the Class, except for
16 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
17 no individuals who requested exclusion.

18 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
19 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
20 the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to
21 the Administrator no later than 30 days after the Effective Date.

22 18. Class Counsel are awarded attorneys’ fees in the amount of \$650,000 and costs in
23 the amount of \$31,957.47, payable from the Gross Settlement Amount. Class Counsel shall not
24 seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs or members of
25 the Class.

26 19. The payment of a Class Representative Service Payment from the Gross Settlement
27 Amount in the amount of \$15,000 each to the Plaintiffs is approved.
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1 20. The payment of \$18,500 to the Administrator for its fees and expenses from the
2 Gross Settlement Amount is approved.

3 21. The PAGA Penalties amount of \$40,000 is approved and is to be distributed from
4 the Gross Settlement Amount and allocated in accordance with the Agreement.

5 22. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this
6 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

7 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
8 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
9 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
10 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
11 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
12 is, may be construed as, or may be used as, an admission by or against Defendant of any fault,
13 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
14 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
15 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
16 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
17 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
18 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
19 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
20 Claims and/or Released PAGA Claims.

21 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
22 Parties by Class Counsel on behalf of Plaintiffs and all Participating Class Members. The Final
23 Approval Order and Judgment shall be posted on Class Counsel's website as set forth in the Class
24 Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order
25 and Judgment to individual Class Members.

26 25. If the Agreement does not become final and effective in accordance with the terms
27 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
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1 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
2 revert to their respective positions as of before entering into the Agreement, and expressly reserve
3 their respective rights regarding the prosecution and defense of this Action, including all available
4 defenses and affirmative defenses, and arguments that any claim in the Action could not be
5 certified as a class action and/or managed as a representative action.

6 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

7 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
8 Plaintiffs, and all members of the Class, shall take nothing in the Action.

9 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
10 provided in the Agreement and in this Final Approval Order and Judgment.

11 28. Effective on the date when Defendant fully funds the entire Gross Settlement
12 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
13 Payments, Plaintiff, Participating Class Members, PAGA Group Members and the LWDA will
14 release claims against all Released Parties as follows:

15 (a) All Participating Class Members, on behalf of themselves and their
16 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
17 and assigns, release all Released Parties from the Released Class Claims. The "Released Class
18 Claims" are all claims, charges, complaints, liens, demands, causes of action, obligations, damages
19 and liabilities, known or suspected, that each Participating Class Member had, now has, or may
20 hereafter claim to have against the Released Parties that were asserted in the Operative Complaint
21 based on claimed conduct during the Class Period, or that could have been asserted based on any
22 of the facts, events, acts, omissions, or failures to act alleged in the Operative Complaint during
23 the Class Period. The Released Class Claims specifically include claims for: (1) California Unfair
24 Competition Law; (2) Failure to Pay Minimum Wage; (3) Failure to Pay Overtime Wages; (4)
25 Failure to Provide Required Meal Periods; (5) Failure to Provide Required Rest Periods; (6)
26 Failure to Provide Accurate Wage Statements; (7) Failure to Reimburse Business Expenses; (8)
27 Untimely Payment of Wages; (9) Failure to Pay Sick Pay Wages; and (10) Failure to Provide
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1 Suitable Seating. The specific statutes released include the following (though this list does not
2 narrow the scope of the release described above and below): Labor Code §§ 201-204 et seq., 210,
3 216, 218, 218.6, 221, 226, 226.7, 227.3, 233, 246 *et seq.*, 510, 512, 558, 1174, 1182.12, 1194,
4 1194.2, 1197, 1197.1, 1198, 2802, 2698, 2699, 2699.3, and 2699.5; the applicable IWC Wage
5 Orders, including Nos. 4-2001 and 5-2001; California Code of Regulations, Title 8, sections
6 11000, *et seq.*, 11040, 11050, and 11070; 29 U.S.C. section 211; Civil Code section 3287; and
7 Business & Professions Code sections 17200, *et seq.* Participating Class Members do not release
8 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
9 Act, unemployment insurance, disability, social security, workers' compensation, pension or
10 retirement benefits, claims based on facts occurring outside the Class Period, and any other claim
11 or right that as a matter of law cannot be waived or released. The "Released Parties," as used
12 herein, are Defendant, and Defendant's affiliates, parents, and each of their company-sponsored
13 employee benefit plans, and their respective successors and predecessors in interest, all of their
14 respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and of
15 their past present and future officers, directors, shareholders, employees, agents, principals, heirs,
16 representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers.

17 (b) All PAGA Group Members and the LWDA are deemed to release, on
18 behalf of themselves and their respective former and present representatives, agents, attorneys,
19 heirs, administrators, successors, and assigns, all Released Parties from the Released PAGA
20 Claims. The "Released PAGA Claims" are all claims, charges, complaints, liens, demands, causes
21 of action, obligations, damages and liabilities, known or suspected that were asserted in the
22 Operative Complaint based on claimed conduct during the PAGA Period or were asserted in the
23 PAGA Notice, or that could have been asserted based on any of the facts, events, acts, omissions,
24 or failures to act alleged in the Operative Complaint or the PAGA Notice that occurred during the
25 PAGA Period. The specific statutes released include the following (though this list does not
26 narrow the scope of the release described above and below): Labor Code §§ 201-204 et seq., 210,
27 216, 218, 218.6, 221, 226, 226.7, 227.3, 233, 246 *et seq.*, 510, 512, 558, 1174, 1182.12, 1194,
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1 1194.2, 1197, 1197.1, 1198, 2802, 2698, 2699, 2699.3, and 2699.5; the applicable IWC Wage
2 Orders, including Nos. 4-2001 and 5-2001; California Code of Regulations, Title 8, sections
3 11000, *et seq.*, 11040, 11050, and 11070. The Released PAGA Claims do not include claims for
4 wrongful termination, discrimination, unemployment insurance, disability and worker's
5 compensation, claims outside of the PAGA Period, and any other claim or right that as a matter of
6 law cannot be waived or released.

7 (c) Plaintiffs and their respective former and present spouses, representatives,
8 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
9 Released Parties from the Plaintiffs' Release, as set forth fully in the Agreement.

10 29. For any Class Member or PAGA Group Member whose Individual Class Payment
11 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
12 Administrator shall transmit the funds represented by such checks to Legal Aid at Work as the Cy
13 Pres Recipient under California Code of Civil Procedure Section 384, subd. (b).

14 30. The Court hereby enters judgment in the entire Action as of the filing date of this
15 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
16 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
17 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
18 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

19 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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21 Dated: _____

22 _____
23 HON. NANCY L. FINEMAN
24 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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