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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

CYNTHIA LASITER, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

HAYWARD SISTERS HOSPITAL dba ST.
ROSE HOSPITAL, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 24CV061793

[Hon. Patrick McKinney, Department 18]

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: March 4, 2026
Time: 1:30 p.m.
Department: 18

Reservation ID: 896807979808

Complaint Filed: January 29, 2024
FAC Filed: April 3, 2024

On or about February 6, 2026, Plaintiff, Cynthia Lasiter, filed a motion for an Order Granting Final Approval of Class Action Settlement, and on March 4, 2026, a hearing was held on this matter.

The Court has considered the papers and evidence, including the Joint Stipulation of Class Action and PAGA Settlement, as modified by the Amendment to Joint Stipulation of Class Action and PAGA Settlement on October 14, 2025 (collectively, the “Agreement”), the arguments of counsel, and all other matters presented to the Court regarding final approval of the settlement, approval of requested allocations from the settlement fund, and entry of final judgment.

I. Recital

On January 29, 2024, Plaintiff filed this class and Labor Code Private Attorneys General Act of 2004 (“PAGA”) action against Defendant, Hayward Sisters Hospital dba St. Rose Hospital. The lawsuit alleges that Defendant underpaid meal and rest period premiums among other allegations set forth in the First Amended Complaint. Plaintiff primarily alleges that when Plaintiff and other non-exempt employees earned non-base hourly wages or other non-hourly, non-discretionary remuneration in workweeks in which they were paid an additional hour of wages for missed, late, or interrupted meal and rest periods, Defendant underpaid those meal and rest period premiums at Plaintiff and others’ base rates of pay, rather than at their regular rates of pay. Defendant denies the allegations.

A. Class Members

The Class is defined to include all current and former non-exempt employees of Defendant in the State of California who were paid an additional hour of pay for meal and rest period premiums in a workweek during the Class Period in which they also earned non-base hourly wages or other non-hourly, non-discretionary remuneration. The Class Period is from January 29, 2020, through May 12, 2023. With no opt outs from 553 Class Members, there are 553 individuals that comprise the Settlement Class.¹

¹ There are also 173 PAGA Employees, who include all current and former non-exempt employees of Defendant in the State of California who were paid an additional hour of pay for meal and rest period premiums in a workweek during the PAGA Period in which they also earned non-base hourly wages or other non-hourly, non-discretionary remuneration. The PAGA Period is from January 29, 2023, through May 12, 2023.

1 **B. Operation of the Settlement**

2 Pursuant to the Court’s October 22, 2025 Preliminary Approval Order, the Court conditionally
3 certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order
4 also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval
5 Order after review and consideration of all of the pleadings filed in connection herewith, and the oral
6 presentations made by counsel at the hearing. In compliance with the Preliminary Approval Order, the
7 Notice of Class Action Settlement (“Class Notice”) was sent to all Class Members via first class mail.
8 The notice process was timely completed.

9 **II. Finding**

10 This Court finds that the Agreement appears to be the product of serious, informed, non-
11 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment
12 to any individuals. The Court further finds that the Agreement is fair, adequate, and reasonable and that
13 Plaintiff has satisfied the standards for final approval of a class action settlement under California law.
14 Under the provisions of California Code of Civil Procedure section 382 and Rule 23 of the Federal
15 Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971),
16 the trial court has discretion to certify a class where:

17 [Q]uestions of law or fact common to the members of the class predominate over any questions
18 affecting only individual members, and that a class action is superior to the available methods for
the fair and efficient adjudication of the controversy

19 FED. R. CIV. PROC. 23.

20 Certification of a settlement class is the appropriate judicial device under these circumstances.

21 **III. Order**

22 Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

23 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
24 Agreement.

25 2. The Court has jurisdiction over the subject matter of the litigation, the Class
26 Representative, Settlement Class Members, and Defendant.

27 3. The Court finds that the dissemination of the Class Notice to the Class Members by the
28 appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice

1 practicable under the circumstances to all Class Members, and fully met the requirements of California
2 law and due process under the State and Federal Constitutions.

3 4. The Court approves the settlement of the above-captioned action, as set forth in the
4 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed
5 to perform in accordance with the terms set forth in the Agreement.

6 5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs
7 and attorneys' fees.

8 6. The Court hereby certifies the following Class of all current and former non-exempt
9 employees of Defendant in the State of California who were paid an additional hour of pay for meal and
10 rest period premiums in a workweek between January 29, 2020, and May 12, 2023, in which they also
11 earned non-base hourly wages or other non-hourly, non-discretionary remuneration.

12 7. With respect to the Class and for purposes of approving the settlement only and for no
13 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
14 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
15 the Class, and there is a well-defined community of interest among members of the Class with respect to
16 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are
17 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
18 protected the interests of the members of the Class; (e) a class action is superior to other available
19 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
20 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and
21 representative capacities and for the Class.

22 8. Within 10 days after the grant of Final Approval of the settlement, Defendant shall
23 deposit the Gross Settlement Amount of \$675,000.00 with the Administrator, pursuant to the terms of
24 the Agreement.

25 9. Subject to the holdback in Paragraph 10, the Administrator shall pay from the Gross
26 Settlement Amount:

- 27 • to Class Counsel attorneys' fees in the amount of \$225,000.00 and reimbursement of
28 costs in the amount of \$7,353.78;

- to Class Representative Cynthia Lasiter for consideration for her execution of a general release and for her unique services to the Class, the amount of \$10,000.00;
- to the California Labor and Workforce Development Agency the amount of \$30,000.00 for its 75% share of PAGA Penalties; and
- to Phoenix Settlement Administrators the amount of \$9,250.00 for its fees and costs in administering the settlement.

10. The Court finds that these amounts are fair and reasonable. The Administrator is directed to make such payments in accordance with the terms of the Agreement, with the exception of 10% of the \$225,000.00 in attorneys' fees, or \$2,250.00, which shall remain on deposit with the Administrator until the completion of the settlement distribution process and the Court approves a final accounting.

11. The Court hereby orders the parties to implement the terms of the Agreement, including payment of the Individual Settlement Payment and Individual PAGA Payment amounts, which shall be distributed by the Administrator pursuant to the terms of the Agreement, after allocation of the amounts set forth in Paragraph 9.

12. A compliance hearing is set for [November 4, 2026], at 1:30 p.m. in Department 18 of this Court. At least 16 days prior to the compliance hearing, Plaintiff shall file a declaration from the Administrator establishing the status of distribution of settlement funds along with a proposed amended judgment that conforms to Code of Civil Procedure section 384. If the Court approves the final accounting, it will approve an amended judgment and order the release of the holdback of 10% of the attorneys' fees and payment of any unclaimed funds to the Code of Civil Procedure section 384 beneficiary.

13. All Settlement Class Members shall be bound by the releases provided in the Agreement. The LWDA shall be bound by the PAGA releases provided in the Agreement. The Class Representative shall be bound by the additional general release provided in the Agreement.

IV. Judgment

14. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the

1 Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this Order
2 and the Settlement.

3 15. Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the
4 filing of this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or
5 other wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this
6 judgment are an admission of any liability or finding of any violation of the Labor Code.

7 **IT IS SO ORDERED AND ADJUDGED.**

8 DATED: _____, 2026

THE HONORABLE PATRICK MCKINNEY