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SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

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| ANDREW VEITCH, et al., individually, and on behalf of others similarly situated, |) | Case No.: 22CV395001 |
| Plaintiffs, |) | ORDER GRANTING PLAINTIFF'S |
| v. |) | MOTION FOR PRELIMINARY APPROVAL |
| |) | OF CLASS ACTION AND PAGA |
| |) | SETTLEMENT |
| STANFORD HEALTH CARE, et al., |) | |
| Defendants. |) | Dept. 7 |

This is a putative class and Private Attorneys General Act ("PAGA") action. Plaintiffs Andrew Veitch, Ramona McCamish and Bennie Sumner (collectively, "Plaintiffs") allege that Defendant Stanford Health Care ("SHC" or "Defendant") committed various wage and hour violations. Before the Court is Plaintiffs' motion for preliminary approval of settlement, which is unopposed. As discussed below, the Court GRANTS Plaintiffs' motion.

I. BACKGROUND

According to the allegations of the operative Fourth Amended Complaint ("4AC"), Plaintiffs were employed by SHC as nurses in and adjacent to Stanford Hospital operating rooms and cardiovascular operating rooms. (4AC, ¶ 1.) Plaintiffs allege that Defendant failed to: provide timely meal periods; pay meal period premiums for late or missed meal periods; pay

1 meal period premiums at the regular rate of pay; provide accurate wage statements; timely pay
2 wages owed; pay all wages due at termination; and keep accurate payroll records.

3 Based on the foregoing, Plaintiffs initiated this action March 2022 and filed the operative
4 4AC on September 12, 2023, asserting the following causes of action: (1) failure to provide
5 timely meal periods; (2) failure to pay meal period premiums at the regular rate of pay; (3)
6 failure to provide accurate wage statements; (4) failure to pay all wages owed at separation; (5)
7 violation of California Unfair Competition Law; and (6) penalties under PAGA.

8 Plaintiffs now seek an order: preliminarily approving the parties' class action settlement;
9 certifying the Class for settlement purposes; ordering the proposed Class Notice be sent to the
10 settlement Class; appointing Atticus Administration, LLC as the settlement administrator;
11 granting conditional certification of the settlement Class; conditionally appointing Plaintiffs as
12 Class representatives; appointing Goldstein, Borgen, Dardarian & Ho as Class counsel; and
13 scheduling a final approval hearing.

14 II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL

15 A. Class Action

16 Generally, "questions whether a [class action] settlement was fair and reasonable,
17 whether notice to the class was adequate, whether certification of the class was proper, and
18 whether the attorney fee award was proper are matters addressed to the trial court's broad
19 discretion." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
20 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
21 260.)

22 "In determining whether a class settlement is fair, adequate and reasonable, the trial court
23 should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense,
24 complexity and likely duration of further litigation, the risk of maintaining class action status
25 through trial, the amount offered in settlement, the extent of discovery completed and the stage

1 of the proceedings, the experience and views of counsel, the presence of a governmental
2 participant, and the reaction of the class members to the proposed settlement.” (*Wershba, supra*,
3 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

4 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
5 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
6 168 Cal.App.4th 116, 130 (*Kullar*.) But the trial court is free to engage in a balancing and
7 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91
8 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
9 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
10 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
11 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
12 marks omitted.) The trial court also must independently confirm that “the consideration being
13 received for the release of the class members’ claims is reasonable in light of the strengths and
14 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168
15 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be
16 “provided with basic information about the nature and magnitude of the claims in question and
17 the basis for concluding that the consideration being paid for the release of those claims
18 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

19 B. PAGA

20 Labor Code section 2699, subdivision (1)(2) provides that “[t]he superior court shall
21 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s
22 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
23 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA
24 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
25 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*

1 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*

2 *Moriana* (2022) 596 U.S. 639, 2022 U.S. LEXIS 2940.)

3 Similar to its review of class action settlements, the Court must “determine independently
4 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the
5 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72
6 Cal.App.5th 56, 76–77.) It must make this assessment “in view of PAGA’s purposes to
7 remediate present labor law violations, deter future ones, and to maximize enforcement of state
8 labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383
9 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the PAGA
10 [should] be genuine and meaningful, consistent with the underlying purpose of the statute to
11 benefit the public”], quoting LWDA guidance discussed in *O’Connor v. Uber Technologies,*
12 *Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).)

13 The settlement must be reasonable in light of the potential verdict value. (See *O’Connor,*
14 *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential
15 verdict].) But a permissible settlement may be substantially discounted, given that courts often
16 exercise their discretion to award PAGA penalties below the statutory maximum even where a
17 claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-
18 CV-02198-EMC) 2016 WL 5907869, at *8–9.)

19 III. SETTLEMENT PROCESS

20 Shortly before the filing of the Second Amended Complaint, the Court lifted a stay of
21 discovery on July 13, 2022, and Plaintiffs subsequently propounded various discovery on SHC.
22 Shortly thereafter, the parties agreed to engage in early mediation with Mr. Jeffrey Ross and to
23 limit SHC’s responses to discovery to those documents that would aid settlement discussions.
24 Although the parties were unable to reach a resolution upon the conclusion of the March 29,

1 2023 mediation session, they agreed to continue settlement discussions with Mr. Ross'
2 assistance, while resuming formal discovery.

3 In response to Plaintiffs' discovery requests and to aid in settlement discussions, SHC
4 produced thousands of pages of documents, including personnel files for each of the three named
5 plaintiffs, timekeeping data for the entire class, payroll data for the entire class, contact
6 information for the entire class, job history assignment data for the entire class, meal period
7 policy documents, payroll policy documents, employee handbooks, collective bargaining
8 agreements, document and data retention policies, job descriptions, and thousands of pages of
9 redacted documents related to meal break timing and exception requests maintained by SHC in
10 hard copy form. Plaintiffs' counsel also undertook its own independent investigation,
11 interviewing Plaintiffs and many putative class members and reviewing numerous documents
12 produced by those individuals.

13 The parties engaged in a second mediation session with Mr. Ross on January 24, 2024, at
14 which time they were able to reach a settlement in principle. The parties executed a
15 memorandum of understanding on April 16, 2024, and a long form settlement agreement on May
16 10, 2024, which is now before the Court.

17 **IV. SETTLEMENT PROVISIONS**

18 The non-reversionary gross settlement amount is \$10 million.¹ Attorney's fees of up to
19 \$3.33 million (or one-third of the gross settlement), litigation costs not to exceed \$50,000 and
20 administration costs not to exceed \$15,000 will be paid from the gross settlement. \$240,000 will
21 be allocated to PAGA penalties, 75% of which (\$180,000) will be paid to the LWDA, with the
22 remaining 25% distributed, on a pro rata basis, to "Aggrieved Employees," who are defined as

23
24 ¹ The parties' settlement agreement also contains an escalator clause which provides for
25 scaled increases in the settlement fund in the event there is a 10% increase in the number of work
weeks encompassed by the settlement Class during the Class Period as compared to the data
Defendant provided for mediation.

1 “all SHC nurses who were paid on an hourly basis and who worked in California for SHC as (1)
2 an operating nurse, (2) a peri-operative and/or post-operative nurse, or (3) a catheterization
3 laboratory/endoscopy/interventional radiology/procedure room nurse from March 4, 2021
4 through April 13, 2024.” Plaintiffs will each seek an enhancement award of \$20,000.

5 The estimated net settlement will be allocated, on a pro rata basis, to “Class Members,”
6 who are defined as “all SHC nurses who were paid on an hourly basis and who worked in
7 California for SHC as (1) an operating nurse, (2) a peri-operative and/or post-operative nurse, or
8 (3) a catheterization laboratory/endoscopy/interventional radiology/procedure room nurse from
9 March 4, 2018 through April 13, 2024.” Class Members will not be required to submit a claim
10 to receive payment. For tax purposes, settlement payments will be allocated 20% to wages and
11 80% to penalties, interest and other non-wages. PAGA payments to Aggrieved Employees will
12 be allocated 100% to penalties. Defendant is responsible for employer-side payroll taxes. Funds
13 associated with checks uncashed after 180 days will be transmitted to the Controller of the State
14 of California to be held in trust for such class members pursuant to California unclaimed
15 property law.

16 In exchange for settlement, Class Members who do not opt out will release:

17 [A]ll claims, rights, demands, liabilities, charges, complaints, obligations, damages and
18 causes of action, known or suspected, that each Settlement Class Member had, now has, or may
19 hereafter claim to have had against the Released Parties, which were asserted in the Action, or
20 that arise from or could have been asserted based on any of the facts circumstances, transactions,
21 events, occurrences, acts, disclosures, statements, omissions, or failures to act alleged in the
22 alleged in the Action, during the Settlement Class Period. The Released Class Claims
23 specifically include claims for (1) Failure to Provide Timely Meal Periods; (2) Failure to Pay
24 Meal Period Premiums at the Regular Rate of Pay; (3) Failure to Provide Accurate Wage
25 Statements; (4) Failure to Pay All Wages Owed at Separation; and (5) California Unfair

1 Competition Law. The specific statutes released include but are not limited to Labor Code §§
2 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197.
3 1197.1, and 2698 et seq., as well as Business & Professions Code § 17200 and Wage Order 5.
4 The enumeration of these specific statutes shall neither enlarge nor narrow the scope of res
5 judicata based on the claims that were or could have been asserted in the Action ...

6 Aggrieved Employees, who consistent with the statute will not be able to opt out of the
7 PAGA portion of the settlement, will release:

8 [A]ll allegations and claims for PAGA civil penalties under the California Private
9 Attorneys General Act, California Labor Code sections 2698 et seq., for any and all claimed
10 violations listed and based on the facts alleged in Plaintiffs' March 4, 2022 and September 26,
11 2022 letters to the California Labor & Workforce Development Agency, or otherwise claimed in
12 the Action, including violations of Labor Code sections 201-203, 204, 210, 226, 226.3, 226.7,
13 256, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2698-99 and Wage Order 5.

14 The foregoing releases are appropriately tailored to the allegations at issue.
15 (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

16 **V. FAIRNESS OF SETTLEMENT**

17 Based on available data, Plaintiffs' counsel estimated Defendant's maximum exposure
18 for each claim to be as follows: \$35.9 million (meal period claims); \$113,736 (failure to pay
19 meal period premiums at regular rate of pay); and \$660,300 (wage statement and waiting time
20 penalties). Plaintiffs' counsel than estimated Defendant's *realistic* exposure for Plaintiffs'
21 claims to be: \$9.2 million (meal period claims); \$350,000 (wage statement claims); and \$440,000
22 (waiting time penalties). Plaintiffs' counsel arrived at the aforementioned amounts by offsetting
23 Defendant's maximum exposure by, among other things: the risk of class certification being
24 denied (particularly with respect to the meal period claim due to the presence of individualized
25 issues); Defendant's arguments on the merits, including that the nurses' union bargained for a

1 waiver of one of two meal breaks owed to nurses who worked longer than ten hours under Wage
2 Order 5 section 11(D), that employees voluntarily took short or late meal breaks and that its
3 policies otherwise complied with applicable law; the settlement, in this Court, of the related case
4 of *Audycki, et al. v. Stanford Health Care*, No. 19CV347173, which involved wage statement
5 claims; a lack of willfulness on Defendant's part with regard to various claimed violations; and
6 the risk of not prevailing at trial or on appeal.

7 Considering the portion of the case's value attributable to uncertain penalties, claims that
8 could be difficult to certify for class treatment, and the multiple, dependent contingencies that
9 Plaintiffs would have had to overcome to prevail on their claims, the settlement achieves a good
10 result for the class. For purposes of preliminary approval, the Court finds that the settlement is
11 fair and reasonable to the class, and the PAGA allocation is genuine, meaningful, and reasonable
12 in light of the statute's purposes.

13 Of course, the Court retains an independent right and responsibility to review the
14 requested attorney fees and award only so much as it determines to be reasonable. (See
15 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127–128.)
16 Counsel shall submit lodestar information prior to the final approval hearing in this matter so the
17 Court can compare the lodestar information with the requested fees. (See *Laffitte v. Robert Half*
18 *Intern. Inc.* (2016) 1 Cal.5th 480, 504 [trial courts have discretion to double-check the
19 reasonableness of a percentage fee through a lodestar calculation].)

20 **VI. PROPOSED SETTLEMENT CLASS**

21 Plaintiffs request that the following settlement class be provisionally certified:

22 All SHC nurses who were paid on an hourly basis and who worked in California for SHC
23 as (1) an operating nurse, (2) a peri-operative and/or post-operative nurse, or (3) a catheterization
24 laboratory/endoscopy/interventional radiology/procedure room nurse from March 4, 2018
25 through April 13, 2024.

1 **A. Legal Standard for Certifying a Class for Settlement Purposes**

2 Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order
3 approving or denying certification of a provisional settlement class after [a] preliminary
4 settlement hearing.” California Code of Civil Procedure Section 382 authorizes certification of a
5 class “when the question is one of a common or general interest, of many persons, or when the
6 parties are numerous, and it is impracticable to bring them all before the court”

7 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:
8 (1) an ascertainable class and (2) a well-defined community of interest among the class
9 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*
10 *Drug Stores*)). “Other relevant considerations include the probability that each class member
11 will come forward ultimately to prove his or her separate claim to a portion of the total recovery
12 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”
13 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
14 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
15 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

16 In the settlement context, “the court’s evaluation of the certification issues is somewhat
17 different from its consideration of certification issues when the class action has not yet settled.”
18 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
19 settlement-only context, the case management issues inherent in the ascertainable class
20 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
21 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or
22 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
23 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

1 **B. Ascertainable Class**

2 A class is ascertainable “when it is defined in terms of objective characteristics and
3 common transactional facts that make the ultimate identification of class members possible when
4 that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980
5 (*Noel*.) A class definition satisfying these requirements “puts members of the class on notice
6 that their rights may be adjudicated in the proceeding, so they must decide whether to intervene,
7 opt out, or do nothing and live with the consequences. This kind of class definition also
8 advances due process by supplying a concrete basis for determining who will and will not be
9 bound by (or benefit from) any judgment.” (*Noel, supra*, 7 Cal.5th at p. 980, citation omitted.)

10 “As a rule, a representative plaintiff in a class action need not introduce evidence
11 establishing how notice of the action will be communicated to individual class members in order
12 to show an ascertainable class.” (*Noel, supra*, 7 Cal.5th at p. 984.) Still, it has long been held
13 that “[c]lass members are ‘ascertainable’ where they may be readily identified ... by reference to
14 official records.” (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on
15 another ground by *Noel, supra*, 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178
16 Cal.App.4th 966, 975-976 [“The defined class of all HD Package subscribers is precise, with
17 objective characteristics and transactional parameters, and can be determined by DIRECTV’s
18 own account records. No more is needed.”].)

19 Here, the estimated 870 class members are readily identifiable based on Defendant’s
20 records, and the settlement class is appropriately defined based on objective characteristics. The
21 Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

22 **C. Community of Interest**

23 The “community-of-interest” requirement encompasses three factors: (1) predominant
24 questions of law or fact, (2) class representatives with claims or defenses typical of the class, and
25

1 (3) class representatives who can adequately represent the class. (*Sav-On Drug Stores, supra*, 34
2 Cal.4th at pp. 326, 332.)

3 For the first community of interest factor, “[i]n order to determine whether common
4 questions of fact predominate the trial court must examine the issues framed by the pleadings
5 and the law applicable to the causes of action alleged.” (*Hicks v. Kaufman & Broad Home Corp.*
6 (2001) 89 Cal.App.4th 908, 916 (*Hicks*)). The court must also examine evidence of any conflict
7 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*
8 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be
9 jointly tried, when compared with those requiring separate adjudication, are so numerous or
10 substantial that the maintenance of a class action would be good for the judicial process and to
11 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105
12 (*Lockheed Martin*)). “As a general rule if the defendant’s liability can be determined by facts
13 common to all members of the class, a class will be certified even if the members must
14 individually prove their damages.” (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

15 Here, common legal and factual issues predominate. Plaintiffs’ claims all arise from
16 Defendant’s wage and hour practices (and others) applied to the similarly-situated class
17 members.

18 As for the second factor, “[t]he typicality requirement is meant to ensure that the class
19 representative is able to adequately represent the class and focus on common issues. It is only
20 when a defense unique to the class representative will be a major focus of the litigation, or when
21 the class representative’s interests are antagonistic to or in conflict with the objectives of those
22 she purports to represent that denial of class certification is appropriate. But even then, the court
23 should determine if it would be feasible to divide the class into subclasses to eliminate the
24 conflict and allow the class action to be maintained.” (*Medraza v. Honda of North Hollywood*
25 (2008) 166 Cal. App. 4th 89, 99, internal citations, brackets, and quotation marks omitted.)

1 Like other members of the class, Plaintiffs were employed by Defendants as non-exempt,
2 hourly-paid employees and allege that they experienced the violations at issue. The anticipated
3 defenses are not unique to Plaintiffs, and there is no indication that Plaintiffs' interests are
4 otherwise in conflict with those of the class.

5 Finally, adequacy of representation "depends on whether the plaintiff's attorney is
6 qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the
7 interests of the class." (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class
8 representative does not necessarily have to incur all of the damages suffered by each different
9 class member in order to provide adequate representation to the class. (*Wershba, supra*, 91
10 Cal.App.4th at p. 238.) "Differences in individual class members' proof of damages [are] not
11 fatal to class certification. Only a conflict that goes to the very subject matter of the litigation
12 will defeat a party's claim of representative status." (*Ibid.*, internal citations and quotation marks
13 omitted.)

14 Plaintiffs have the same interest in maintaining this action as any class member would
15 have. Further, they have hired experienced counsel. Plaintiffs have sufficiently demonstrated
16 adequacy of representation.

17 **D. Substantial Benefits of Class Certification**

18 "[A] class action should not be certified unless substantial benefits accrue both to
19 litigants and the courts. . . ." (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
20 internal quotation marks omitted.) The question is whether a class action would be superior to
21 individual lawsuits. (*Ibid.*) "Thus, even if questions of law or fact predominate, the lack of
22 superiority provides an alternative ground to deny class certification." (*Ibid.*) Generally, "a
23 class action is proper where it provides small claimants with a method of obtaining redress and
24 when numerous parties suffer injury of insufficient size to warrant individual action." (*Id.* at pp.
25 120–121, internal quotation marks omitted.)

1 Here, there are an estimated 870 Class Members. It would be inefficient for the Court to
2 hear and decide the same issues separately and repeatedly for each class member. Further, it
3 would be cost prohibitive for each class member to file suit individually, as each member would
4 have the potential for little to no monetary recovery. It is clear that a class action provides
5 substantial benefits to both the litigants and the Court in this case.

6 **VII. NOTICE**

7 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
8 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures
9 for class members to follow in filing written objections to it and in arranging to appear at the
10 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining
11 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of
12 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
13 members; (5) The resources of the parties; (6) The possible prejudice to class members who do
14 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
15 3.766(e).)

16 Here, the notice describes the lawsuit, explains the settlement, and instructs class
17 members that they may opt out of the settlement (except for the PAGA component) or object.
18 The gross settlement amount and estimated deductions are provided, and Class Members are
19 informed of their qualifying workweeks as reflected in Defendant’s records and are instructed
20 how to dispute this information. Class members are given 45 days to request exclusion from the
21 class or submit a written objection to the settlement.

22 The notice is generally adequate. Regarding appearances at the final fairness hearing, the
23 notice shall be further modified to instruct class members as follows:

24 Although class members may appear in person, the judge overseeing this case encourages
25 remote appearances. (As of August 15, 2022, the Court’s remote platform is Microsoft Teams.)

1 Class members who wish to appear remotely should contact class counsel at least three days
2 before the hearing if possible. Instructions for appearing remotely are provided at
3 https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml
4 and should be reviewed in advance. Class members may appear remotely using the Microsoft
5 Teams link for Department 7 (Afternoon Session) or by calling the toll free conference call
6 number for Department 7.

7 Turning to the notice procedure, as articulated above, the parties have selected Atticus
8 Administration, LLC as the settlement administrator. The administrator will mail the notice
9 packet within 28 days of preliminary approval of the settlement, after updating Class Members'
10 addresses using the National Change of Address Database. Any returned notices will be re-
11 mailed to any forwarding address provided or a better address located through a skip trace or
12 other search. Class Members who receive a re-mailed notice will have an additional 15 days to
13 respond. These notice procedures are appropriate and are approved.

14 **VIII. CONCLUSION**

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16 Plaintiffs' motion for preliminary approval is GRANTED. The final approval hearing
17 shall take place on **March 27, 2025** at 1:30 in Dept. 7. The following class is preliminarily
18 certified for settlement purposes:

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1 All SHC nurses who were paid on an hourly basis and who worked in California for SHC
2 as (1) an operating nurse, (2) a peri-operative and/or post-operative nurse, or (3) a catheterization
3 laboratory/endoscopy/interventional radiology/procedure room nurse from March 4, 2018
4 through April 13, 2024.

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6 DATED: October 1, 2024

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8 CHARLES F. ADAMS
9 Judge of the Superior Court
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