



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 The parties reached a settlement and Plaintiff moved for preliminary approval of the  
9 settlement, which the Court granted and thereafter entered a formal order memorializing its  
10 decision. Now before the Court is the unopposed motion for final approval of the settlement  
11 agreement.

## 12 **II. Legal Standard**

13 Generally, “questions whether a settlement was fair and reasonable, whether notice to the  
14 class was adequate, whether certification of the class was proper, and whether the attorney fee  
15 award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple*  
16 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235 (*Wershba*), citing *Dunk v. Ford Motor Co.*  
17 (1996) 48 Cal.App.4th 1794 (*Dunk*).

18 “In determining whether a class settlement is fair, adequate and reasonable, the trial court  
19 should consider relevant factors, such as “the strength of plaintiffs’ case, the risk, expense,  
20 complexity and likely duration of further litigation, the risk of maintaining class action status  
21 through trial, the amount offered in settlement, the extent of discovery completed and the stage  
22 of the proceedings, the experience and views of counsel, the presence of a governmental  
23 participant, and the reaction of the class members to the proposed settlement.” (*Wershba, supra*,  
24 91 Cal.App.4th at pp. 244-245, citing *Dunk, supra*, 48 Cal.App.4th at p. 1801 and *Officers for*  
25 *Justice v. Civil Service Com’n, etc.* (9th Cir. 1982) 688 F.2d 615, 624 (*Officers*).

1 “The list of factors is not exclusive and the court is free to engage in a balancing and  
2 weighing of factors depending on the circumstances of each case.” (*Wershba, supra*, 91  
3 Cal.App.4th at p. 245.) The court must examine the “proposed settlement agreement to the extent  
4 necessary to reach a reasoned judgment that the agreement is not the product of fraud or  
5 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a  
6 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, quoting *Dunk, supra*, 48  
7 Cal.App.4th at p. 1801 and *Officers, supra*, 688 F.2d at p. 625 [internal quotation marks  
8 omitted].)

9 “The burden is on the proponent of the settlement to show that it is fair and reasonable.  
10 However “a presumption of fairness exists where: (1) the settlement is reached through arm’s-  
11 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to  
12 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of  
13 objectors is small.” (*Wershba, supra*, 91 Cal.App.4th at p. 245, citing *Dunk, supra*, 48  
14 Cal.App.4th at p. 1802.)

15 Similar to its review of class action settlements, the Court must “determine independently  
16 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the  
17 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72  
18 Cal.App.5th 56, 76-77.) The Court must make this assessment “in view of PAGA’s purposes to  
19 remediate present labor law violations, deter future ones, and to maximize enforcement of state  
20 labor laws.” (*Id.* at p. 77.)

### 21 **III. Terms and Administration of Settlement**

22 The case has been settled on behalf of the following class:

23 [A]ll SHC nurses who were paid on an hourly basis and who worked in California for  
24 SHC as (1) an opening nurse, (2) a peri-operative and/or post-operative nurse, or (3) a  
25

1 catheterization laboratory/endoscopy/interventional radiology/procedure room nurse from March  
2 4, 2018 through April 13, 2024.

3 According to the terms of the settlement, Defendant will pay a non-reversionary gross  
4 settlement of \$10,000,000.<sup>1</sup> The gross settlement amount includes attorney fees of up to \$3.33  
5 million (one-third of the gross settlement), litigation costs not to exceed \$50,000 and  
6 administration costs not to exceed \$15,000 will be paid from the gross settlement. \$240,000 will  
7 be allocated to PAGA penalties, 75% of which (\$180,000) will be paid to the LWDA, with the  
8 remaining 25% distributed, on a pro rata basis, to “Aggrieved Employees,” who are defined as  
9 “all SHC nurses who were paid on an hourly basis and who worked in California for SHC as (1)  
10 an operating nurse, (2) a peri-operative and/or post-operative nurse, or (3) a catheterization  
11 laboratory/endoscopy/interventional radiology/procedure room nurse from March 4, 2021  
12 through April 13, 2024.” Plaintiffs will each seek an incentive payment of \$20,000.

13 The net settlement amount (approximately \$6,376,866.67) will be allocated (on a pro rata  
14 basis based on the number of weeks worked during the relevant periods) “Class Members”  
15 defined as “all SHC nurses who were paid on an hourly basis and who worked in California for  
16 SHC as (1) an operating nurse, (2) a peri-operative and/or post-operative nurse, or (3) a  
17 catheterization laboratory/endoscopy/interventional radiology/procedure room nurse from March  
18 4, 2018 through April 13, 2024.” Class Members will not be required to submit a claim to  
19 receive payment. For tax purposes, settlement payments will be allocated 20% to wages and  
20 80% to penalties, interest and other non-wages. PAGA payments to Aggrieved Employees will  
21 be allocated 100% to penalties. Defendant is responsible for employer-side payroll taxes. Funds  
22 associated with checks uncashed after 180 days will be transmitted to the Controller of the State  
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24 <sup>1</sup> 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 of California to be held in trust for such class members pursuant to California unclaimed  
2 property law.

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

4 [A]ll claims, rights, demands, liabilities, charges, complaints, obligations, damages and  
5 causes of action, known or suspected, that each Settlement Class Member had, now has, or may  
6 hereafter claim to have had against the Released Parties, which were asserted in the Action, or  
7 that arise from or could have been asserted based on any of the facts circumstances, transactions,  
8 events, occurrences, acts, disclosures, statements, omissions, or failures to act alleged in the  
9 alleged in the Action, during the Settlement Class Period. The Released Class Claims  
10 specifically include claims for (1) Failure to Provide Timely Meal Periods; (2) Failure to Pay  
11 Meal Period Premiums at the Regular Rate of Pay; (3) Failure to Provide Accurate Wage  
12 Statements; (4) Failure to Pay All Wages Owed at Separation; and (5) California Unfair  
13 Competition Law. The specific statutes released include but are not limited to Labor Code §§  
14 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197.  
15 1197.1, and 2698 et seq., as well as Business & Professions Code § 17200 and Wage Order 5.  
16 The enumeration of these specific statutes shall neither enlarge nor narrow the scope of res  
17 judicata based on the claims that were or could have been asserted in the Action . . .

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

20 [A]ll allegations and claims for PAGA civil penalties under the California Private  
21 Attorneys General Act, California Labor Code sections 2698 et seq., for any and all claimed  
22 violations listed and based on the facts alleged in Plaintiffs' March 4, 2022 and September 26,  
23 2022 letters to the California Labor & Workforce Development Agency, or otherwise claimed in  
24 the Action, including violations of Labor Code sections 201-203, 204, 210, 226, 226.3, 226.7,  
25 256, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2698-99 and Wage Order 5.

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

3 In its order granting preliminary approval of the settlement, the Court approved Atticus  
4 Administration, LLC (“Atticus”) as the settlement administrator. On October 30, 2024, Defense  
5 counsel provided Atticus with the class data file, including names, social security numbers, last  
6 known mailing addresses, employment dates, and the total number of relevant workweeks  
7 worked by each Class member (“Class List”). (Declaration of Bryn Bridley (“Bridley Decl.”), ¶  
8 5.) On November 6, 2024, Phoenix sent the Class Notice to 941 Settlement Class Members. (*Id.*  
9 at ¶ 7.) As of the date of Bryn Declaration, March 4, 2025, 3 class Notices have been considered  
10 undeliverable. (*Id.* at ¶ 9.) As of the date of the same declaration, the settlement administrator has  
11 received no objections to the settlement and no disputes from Class Members. (*Id.* at ¶¶ 11-13.)<sup>2</sup>  
12 According to the administrator’s calculations, the average individual settlement payment will be  
13 approximately \$6,705.80. (*Id.* at ¶ 25.) The notice process has now been completed.

#### 14 **IV. Enhancement Awards, Attorney Fees, and Costs**

15 The settlement Agreement provides for an enhancement award to Plaintiffs in the amount  
16 of \$20,000 each (total of \$60,000).

17 “The rationale for making enhancement or incentive awards to named plaintiffs is that  
18 they should be compensated for the expense or risk they have incurred in conferring a benefit on  
19 other members of the class. An incentive award is appropriate if it is necessary to induce an  
20 individual to participate in the suit. Criteria courts may consider in determining whether to make  
21 an incentive award include: 1) the risk to the class representative in commencing suit, both  
22 financial and otherwise; 2) the notoriety and personal difficulties encountered by the class  
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24 <sup>2</sup> There is one individual who was identified after the Response Deadline passed and  
25 who, at the time of the Bridley Declaration, does not appear in the Class Data as a Settlement  
Class Member. Atticus contacted counsel for their recommendation on how to proceed with  
whether this individual should be a member of the class. (Bridley Decl., ¶ 14.)

1 representative; 3) the amount of time and effort spent by the class representative; 4) the duration  
2 of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative  
3 as a result of the litigation. These “incentive awards” to class representatives must not be  
4 disproportionate to the amount of time and energy expended in pursuit of the lawsuit.”  
5 (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395 [internal  
6 punctuation and citation].)

7 In support of their motion for preliminary approval of the settlement, each Plaintiff  
8 submitted a declaration describing his or her participation in the action. Plaintiff Veitch indicates  
9 he spent well over 100 hours in connection with the lawsuit. (Veitch Decl., ¶ 18.) Plaintiff  
10 McCamish indicates she has spent an estimated 40 hours in connection with the lawsuit.  
11 (McCamish Decl., ¶ 18.) Plaintiff Sumner indicates she spent an estimated 25 hours in  
12 connection with the lawsuit. (Sumner Decl., ¶ 14.) Having considered the factors listed above,  
13 the Court finds that enhancement awards to each named plaintiff is appropriate in this case.  
14 However, given the varying number of hours spent on this lawsuit, awards of \$20,000 to each  
15 named plaintiff is not appropriate. Accordingly, the Court approves an enhancement award of  
16 \$20,000 to Veitch, \$10,000 to McCamish, and \$5,000 to Sumner.

17 The Court has an independent right and responsibility to review the requested attorney  
18 fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles*  
19 *Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) “Courts recognize two methods  
20 for calculating attorney fees in civil class actions: the lodestar/multiplier method and the  
21 percentage of recovery method.” (*Wershba, supra*, 91 Cal.App.4th at p. 254.)

22 Class counsel seeks an attorney fee award in the amount of \$3,333,333.33, one-third of  
23 the gross settlement amount. Counsel provides evidence of a lodestar of \$1,031,132.50, based on  
24 a total of 1,404 hours + 50 anticipated hours at rates ranging from \$375 to \$750 per hour. The  
25 Court does not award anticipated expenses. Accordingly, the Court will treat the lodestar as

1 \$1,001,132.50. (Ho Decl., ¶ 9.) This results in an approximate multiplier of 3.33 and is within  
2 the range of multipliers that courts typically approve. (*Wershba, supra*, 91 Cal.App.4th at p. 255  
3 [“[m]ultipliers can range from 2 to 4 or even higher”].) The benefits achieved by the settlement  
4 justify an award of attorney fees to class counsel. The Court finds that the requested attorney fee  
5 award is reasonable as a percentage of the common fund and approves an attorney fee award in  
6 the requested amount of \$3,333,333.33.

7 Class counsel requests reimbursement of litigation costs in the amount of \$35,000. (Ho  
8 Decl., ¶¶ 17, 18.) The Court approves an award of litigation costs in this amount. The settlement  
9 administration costs are also approved in the requested amount of \$14,800. (Bridley Decl., ¶ 23,  
10 fn. 2.)

11 **V. Conclusion**

12 The motion for final approval of class and representative action settlement is GRANTED.  
13 The class as defined herein is certified for settlement purposes. Judgment shall be entered  
14 through the filing of this order and judgment. (Code Civ. Proc., § 668.5.) Pursuant to Rule  
15 3.769(h) of the California Rules of Court, the Court retains jurisdiction over the parties to  
16 enforce the terms of the settlement agreement and the final order and judgment.

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1 The Court sets a compliance hearing for November 20, 2025 at 2:30 p.m. in Department  
2 7. At least ten court days before the hearing, class counsel and the settlement administrator shall  
3 submit a summary accounting of the net settlement fund identifying distributions made as  
4 ordered herein; the number and value of any uncashed checks; amounts remitted to the *cy pres*  
5 recipient; the status of any unresolved issues; and any other matters appropriate to bring to the  
6 court's attention. Counsel shall also submit an amended judgment as described in Code of Civil  
7 Procedure section 384, subdivision (b).

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9 DATED: April 1, 2025

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11 CHARLES F. ADAMS  
12 Judge of the Superior Court  
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