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individually and on behalf of all others similarly situated*

ADDITIONAL COUNSEL LISTED ON NEXT PAGE

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

DENISE WINGET, on behalf of herself and on
behalf of all persons similarly situated,

Plaintiff,

v.

SUTTER HEALTH, a corporation; SUTTER
BAY HOSPITALS, a corporation; and DOES 1
through 20, inclusive,

Defendants.

CASE NO. RG21092676

*Assigned for all purposes to the
Hon. Frank Roesch, Dept. 17*

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed March 19, 2021

First Amended Complaint Filed July 26, 2021

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1. This Joint Stipulation of Class Action and PAGA Settlement Agreement and Release (“**Agreement**” or “**Stipulation**”) is made by and between Plaintiff Denise Winget (“**Plaintiff**”), on behalf of herself and all members of the Settlement Class, as defined below, and as proxy for the State of California, on the one hand, and Defendants Sutter Health and Sutter Bay Hospitals (“**Sutter**” or “**Defendants**”), on the other hand (collectively, “the **Parties**”), in the above-captioned matter.

DEFINITIONS

2. In addition to the terms defined above, the terms below shall have the following meanings:

A. **“Action”** means Plaintiff’s lawsuit against Sutter captioned *Denise Winget, on behalf of herself and on behalf of all persons similarly situated, Plaintiff, v. Sutter Health, a corporation, Sutter Bay Hospitals, a corporation, and DOES 1 through 20, inclusive, Defendants*, originally filed on March 19, 2021 in Alameda County Superior Court, Case No. RG21092676.

B. **“Class” or “Settlement Class”** means all current and former exempt Nursing Supervisors (also referred to as “House Supervisors”) who have been employed by Defendant Sutter Bay Hospital since March 19, 2017, through the date of preliminary approval of the Settlement (“the Class Period End Date”). However, former Nursing Supervisors, Christianne McCarthy and Jezwah Harris shall not be considered part of the Class as they both received judgments and have otherwise resolved their claims against Defendants.

C. **“Class Counsel”** means Steven G. Zieff, John T. Mullan and Meghan Loisel of Rudy, Exelrod, Zieff & Lowe, LLP and Jay T. Jambeck, Mandy G. Leigh, and Damien B. Troutman of Leigh Law Group. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

D. **“Class Counsel Award”** means the amount allocated to Class Counsel for reimbursement of its reasonable attorneys’ fees and expenses incurred to prosecute the Action, as approved by the Court.

E. **“Class Data”** means information regarding Class Members that Defendants shall compile from their records, as authorized by the Court, and transmit securely to the Settlement

1 Administrator, including each Class Member's name, last known mailing address; Social Security
2 number; last known telephone number; dates of employment, and other information necessary for the
3 Settlement Administrator to calculate the number of Compensable Workweeks worked during the
4 Class and PAGA Periods.

5 F. **"Class Member"** or **"Settlement Class Member"** means a member of the Class, as
6 either a Participating Class Member or Non-Participating Class Member (including a Non-
7 Participating Class Member who qualifies as a PAGA-Eligible Employee.)

8 G. **"Class Members' Released Claims"** means the claims being released by the
9 Participating Class Members, as described in Paragraph 17 below.

10 H. **"Class Notice"** means the Court-Approved Notice of Pendency of Class Action
11 Settlement and Final Hearing, to be mailed to Class Members in the form, without material variation,
12 attached as **Exhibit A** and incorporated by reference into this Agreement.

13 I. **"Class Period"** means the period from March 19, 2017 through the Class Period End
14 Date.

15 J. **"Class Period End Date"** means the date on which the Court enters its Preliminary
16 Approval Order.

17 K. **"Class Representative"** means Denise Winget the named Plaintiff in the operative
18 complaint in the Action, who is seeking Court approval to serve as the Class Representative.

19 L. **"Class Representative Service Award"** means the amount to be paid to the Class
20 Representative for initiating the Action and providing services in support of the Action, as approved
21 by the Court.

22 M. **"Compensable Workweeks"** means the number of calendar weeks that the Class
23 Member was employed by Defendants as an exempt Nursing Supervisor in California during the Class
24 Period, including the PAGA Period.

25 N. **"Court"** means the Alameda County Superior Court presiding over the settlement
26 approval process.

1 O. **“Defense Counsel”** means Thomas E. Geidt, Teresa W. Ghali and Amanda M. Osowski
2 of GBG LLP.

3 P. **“Effective Date”** is the date on which the Settlement becomes “Final,” which means
4 the latest date on which the following events have occurred: (i) the Superior Court has granted Final
5 Approval and entered its Final Judgment approving the Settlement, without material modification, if
6 there are no objections, or (ii) if there are any objections, the day after the deadline for filing a notice
7 of appeal from the Final Judgment has passed without a timely appeal having been filed; or (iii) if a
8 timely appeal from the Final Judgment is filed, the day after the appellate court affirms the Judgment
9 and issues a remittitur.

10 Q. **“Final Approval”** means the Court’s order granting final approval of the Settlement

11 R. **“Final Approval Hearing”** means the Court’s hearing on the Motion for Final
12 Approval of the Settlement.

13 S. **“Final Judgment”** means the Judgment entered by the Court upon granting Final
14 Approval of the Settlement.

15 T. **“Individual Class Payment”** means the Participating Class Member’s pro rata share of
16 the Net Settlement Amount calculated according to the number of Compensable Workweeks worked
17 during the Class Period, as explained below in Paragraph 13.

18 U. **“Individual PAGA Payment”** means the pro rata share of 25% of the PAGA Payment,
19 calculated according to the number of Compensable Workweeks worked during the PAGA Period by
20 the Class Members, whether or not they requested to be excluded from the Settlement, as explained
21 below in Paragraph 18.

22 V. **“LWDA”** means the California Labor and Workforce Development Agency.

23 W. **“LWDA Notice”** means the April 28, 2021 PAGA letter that Class Counsel sent to the
24 LWDA and Defendants on behalf of Plaintiff Denise Winget, providing notice pursuant to Labor Code
25 section 2699.3(a).

26 X. **“LWDA PAGA Payment”** means the 75% share of the PAGA Payment paid to the
27 Labor and Workforce Development Agency under Labor Code section 2699(i).
28

1 Z. **“Maximum Settlement Amount”** means \$4,000,000.00, which is the total amount
2 Defendants shall have to pay under the Settlement, except as provided in Paragraph 16 below
3 regarding employer payroll taxes on the wage payments being made under the Settlement. The
4 Maximum Settlement Amount will be used to pay Individual Class Payments, Individual PAGA
5 Payments, the LWDA PAGA Payment, the Class Counsel Award for fees and costs, the Class
6 Representative Service Payment, and the Settlement Administration Costs. This excludes the
7 employer’s contribution of payroll taxes due on the settlement payments apportioned as wages, which
8 Defendants will pay outside of the Maximum Settlement Amount.

9 AA. **“Net Settlement Amount”** means the Maximum Settlement Amount, less the Class
10 Counsel Award, the Class Representative Service Award, the PAGA Payment, and the Settlement
11 Administration Costs.

12 BB. **“Non-Participating Class Member”** means any Class Member who opts out of the
13 Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion

14 CC. **“Objection”** means a Class Member’s valid and timely submission of a written
15 objection to the Settlement to the Settlement Administrator within the Response Deadline, provided
16 that the Class Member did not submit a Request for Exclusion.

17 DD. **“PAGA”** means the California Private Attorneys General Act (Labor Code §§ 2698. *et*
18 *seq.*)

19 EE. **“PAGA-Eligible Employees”** means those Class Members who have been employed
20 by Defendant Sutter Bay Hospitals since March 19, 2020.

21 FF. **“PAGA Payment”** means \$165,000.00, which is the total amount of PAGA civil
22 penalties to be paid from the Maximum Settlement Amount, subject to the Court’s approval, in
23 settlement of the PAGA claims in this Action. Of this amount, 75% (\$123,750.00) will be paid to the
24 LWDA and 25% (\$41,250.00) will be distributed as the Individual PAGA Payments to the PAGA-
25 Eligible Employees, whether or not they opted out of the Class Settlement.

26 GG. **“PAGA Period”** means the period from May 19, 2020 through the Class Period End
27 Date.
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1 HH. **“PAGA Released Claims”** means the PAGA claims being released as described in
2 Paragraph 18 below.

3 II. **“Participating Class Member”** means a Class Member who does not submit a valid
4 and timely Request for Exclusion from the Settlement.

5 JJ. **“Preliminary Approval Order”** means the Court’s Order Granting Preliminary
6 Approval of the Settlement.

7 KK. **“Released Parties”** means Defendants, and all of their former and present parents,
8 corporate members, subsidiaries, divisions, and affiliated companies, and their respective officers,
9 directors, employees, partners, shareholders, agents, insurers, successors, assigns, and legal
10 representatives.

11 LL. **“Released Claims Period”** for Participating Class Members means the period from
12 May 19, 2017 through the Class Period End Date. For the PAGA claims it means the period from
13 May 19, 2020 through the Class Period End Date.

14 MM. **“Request for Exclusion”** means a Class Member’s valid and timely submission of a
15 written request to the Settlement Administrator to be excluded from the Class Settlement, signed by
16 the Class Member.

17 NN. **“Response Deadline”** means 45 days after the Settlement Administrator mails the Class
18 Notice to the Class Members, and shall be the last date on which Class Members may mail or fax (1)
19 Requests for Exclusion from the Settlement, (2) an Objection to the Settlement, or (3) a dispute over
20 the number of Compensable Workweeks attributed to them in the Class Notice.

21 OO. **“Settlement”** means the final and complete disposition of the Action effected by this
22 Agreement and the Judgment.

23 PP. **“Settlement Administrator”** or **“Administrator”** means Rust Consulting, the neutral
24 entity the Parties have agreed to appoint to administer the Settlement, as approved by the Court.

25 QQ. **“Settlement Administration Costs”** means the Court-approved fees and reasonable
26 costs incurred by the Settlement Administrator to administer the Settlement, to be reimbursed to the
27 Settlement Administrator from the Maximum Settlement Amount.
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RECITALS

1 **1. Procedural History.** On March 19, 2021, Plaintiff filed her initial Complaint in this
2 Action in Alameda County Superior Court on behalf of herself and all others similarly situated
3 asserting the following claims: Violation of Labor Code § 201, 202, 203; Violation of Labor Code §
4 226; Violation of Labor Code § 226.7 & 512; Violation of Labor Code § 510 & 1194; and Violation
5 of Business & Professions Code § 17200, *et seq.* On July 26, 2021, Plaintiff filed a First Amended
6 Complaint adding a cause of action under Labor Code § 2698, *et seq.*

7 **2. Mediation.** On February 27, 2023, the Parties participated in a full-day, arms-length
8 mediation before Michael J. Loeb of JAMS. With the assistance of the mediator, the Parties were able
9 to come to a settlement of the claims in the Action, subject to the Court's approval. The settlement
10 was memorialized in a Memorandum of Understanding, subject to later completion of this long-form
11 Settlement Agreement.

12 **3. Benefits of Settlement to Plaintiff and the Class Members.** Plaintiff and Class
13 Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff's
14 disputes in the Lawsuit through trial and through any possible appeals. While Plaintiff and Class
15 Counsel believe in the merits of their claims, they have also taken into account the uncertainty and
16 risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation.
17 Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for
18 the claims asserted in the Lawsuit, both generally and in response to Defendants' defenses thereto, and
19 the difficulties in establishing damages, penalties, restitution and other relief sought in the Action.
20 Plaintiff and Class Counsel also have taken into account Defendants' agreement to enter into a
21 settlement that confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiff
22 and Class Counsel have determined that the Settlement set forth in this Agreement is fair, adequate,
23 and reasonable and is in the best interests of all Class Members.

24 **4. Defendants' Reasons for Settlement.** Defendants have concluded that further defense
25 of the Action would be protracted and expensive. Substantial amounts of Defendants' time, energy,
26 and resources have been, and unless this Settlement is completed, shall continue to be, devoted to the
27 defense of the claims asserted by Plaintiff. Defendants have also taken into account the risks of further
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1 litigation in reaching their decision to enter into this Settlement. Even though Defendants contend they
2 are not liable for any of the claims alleged by Plaintiff in the Action and deny any liability whatsoever,
3 Defendants, nonetheless, have agreed to settle in the manner and upon the terms set forth in this
4 Stipulation and to fully and finally put to rest the claims alleged in the Action. Defendants have asserted
5 and continue to assert that the claims alleged by Plaintiff have no merit and do not give rise to any
6 liability, damages, restitution, penalties or other payments. This Settlement is a compromise of highly-
7 disputed claims. Nothing contained in this Agreement, no documents referred to herein, and no action
8 taken to carry out this Agreement shall be construed or used as an admission by or against Defendants
9 as to the merits or lack thereof of the claims asserted in the Lawsuit. Defendants contend that they
10 have complied with all applicable state, federal and local laws. In the event this Settlement does not
11 obtain final approval, Defendants retain all rights they have to defend themselves in this matter and to
12 take any actions in defense of themselves that are available to them.

13 CLASS CERTIFICATION

14 **5. Stipulated Settlement Class.** Solely for purposes of settling the Action, the Parties
15 have agreed to the certification of a Settlement Class consisting of all current and former exempt
16 Nursing Supervisors (also referred to as "House Supervisors") who have been employed by Defendant
17 Sutter Bay Hospital from March 19, 2017 through the Class Period End Date.

18 **6. Certification Is for Settlement Only.** For purposes of this Settlement, the Parties
19 stipulate and agree that the requisites for establishing class certification with respect to the Class have
20 been met and are met. More specifically, for purposes of settlement only, the Parties stipulate and
21 agree that the Settlement Class is ascertainable and so numerous as to make it impracticable to join all
22 Class Members; and that there are common questions of law and fact including, but not limited to,
23 whether Class Members were misclassified as exempt employees under the Labor Code, and whether
24 Defendants therefore derivatively failed to accurately pay overtime wages under Labor Code sections
25 510 and 1194; failed to provide compliant meal and rest periods under Labor Code sections 226.7 and
26 512; failed to furnish accurate, itemized wage statements to all Class Members in accordance with
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1 Labor Code section 226; and whether Defendants are liable to the Class Members for derivative waiting
2 time penalties pursuant to Labor Code section 203, among other common issues.

3 **7. Certification Stipulation Nullified if Settlement Not Approved.** Should this
4 Settlement not become final, for whatever reason, the fact that the Parties were willing to stipulate
5 provisionally to class certification as part of the Settlement shall have no bearing on, and shall not be
6 admissible in connection with, the issue of whether a class should be certified in a non-settlement
7 context in the Action. Defendants expressly reserve their right to oppose class certification should this
8 Settlement not become final.

9 **MONETARY TERMS OF THE SETTLEMENT**

10 **8. Maximum Settlement Amount.** The claims of all members of the Settlement Class
11 and the PAGA-Eligible Employees, collectively, are settled for a maximum sum of Four Million
12 Dollars and Zero Cents (\$4,000,000.00) (“the Maximum Settlement Amount”). This Maximum
13 Settlement Amount is inclusive of the Class Counsel Award, which includes Class Counsel’s
14 reasonable attorneys’ fees and costs; the Class Representative Service Payment to Plaintiff Denise
15 Winget; the Settlement Administration Costs; and the PAGA Payment to the LWDA and the PAGA-
16 Eligible Employees, all as approved by the Court. This excludes the employer’s contribution of payroll
17 taxes due on the settlement payments apportioned as wages, which Defendants will pay outside of (in
18 addition to) the Maximum Settlement Amount.

19 **9. Class Counsel Award.** Class Counsel shall be entitled to request attorneys’ fees in an
20 amount not to exceed one-third of the Maximum Settlement Amount, which amounts to One Million,
21 Three Hundred Thirty-Three Thousand, Three Hundred and Thirty-Three Dollars and Zero Cents
22 (\$1,333,333.00). In addition, Class Counsel shall be entitled to request an award of costs associated
23 with Class Counsel’s prosecution of the Action not to exceed Fifty Thousand Dollars and Zero Cents
24 (\$50,000.00). Class Counsel’s request for such attorneys’ fees and costs shall be subject to approval
25 by the Court. Defendants agree not to oppose or object to Class Counsel’s requests for attorneys’ fees
26 or costs up to these amounts. In the event the Court awards Class Counsel less than these (or any other)
27 requested amounts, the difference shall become part of the Net Settlement Amount and shall be
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1 distributed to Participating Class Members as part of their Individual Settlement Awards. Class
2 Counsel shall be solely and legally responsible to pay all applicable taxes due on the Class Counsel
3 Award. Class Counsel shall provide the Settlement Administrator with properly completed and signed
4 copies of IRS Form W-9 in order for the Settlement Administrator to process the Class Counsel Award
5 approved by the Court. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel
6 for the amount of the Class Counsel Award.

7 **10. Class Representative Service Award.** For purposes of this Settlement only, the Parties
8 agree to the designation of Plaintiff Denise Winget as the Class Representative. In recognition of her
9 time and effort in bringing and presenting the Action and for releasing the Plaintiff's Released Claims,
10 Plaintiff shall request a Class Representative Service Award not to exceed Ten Thousand Dollars
11 (\$10,000.00). Plaintiff's request for such award shall be subject to approval by the Court. Defendants
12 agree not to oppose or object to Plaintiff's request for a Class Representative Service Award that does
13 not exceed this amount. The Class Representative Service Award will be in addition to Plaintiff's
14 Individual Settlement Payment paid pursuant to the Settlement. The Settlement Administrator shall
15 issue an IRS Form 1099 to Plaintiff for her Class Representative Service Award. Plaintiff shall be
16 solely and legally responsible to pay any and all applicable taxes due on her Class Representative
17 Service Award. Any amount requested by Plaintiff for the Class Representative Service Award and
18 not awarded by the Court shall become part of the Net Settlement Amount and shall be distributed to
19 Participating Class Members as part of their Individual Settlement Awards.

20 **11. Settlement Administration Costs.** Subject to the Court's approval, Defendants shall
21 reimburse the Settlement Administration Costs, which are estimated not to exceed Fifteen Thousand
22 Dollars (\$15,000), to be paid from the Maximum Settlement Amount. Prior to the filing of Plaintiff's
23 Motion for Final Approval of the Settlement, the Settlement Administrator shall provide the Parties
24 with a statement detailing the Settlement Administration Costs to date.

25 **12. PAGA Payments.** Defendants shall pay a total of \$165,000.00 to resolve the claims
26 asserted by Plaintiff in the Action, as proxy for the State of California, and the State of California
27 (including the LWDA), for civil penalties under PAGA. Seventy-five percent (75%) of this amount
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1 (\$123,750.00) will be paid to the LWDA. The remaining twenty-five percent (25%) (\$41,250.00) will
2 be distributed to the PAGA-Eligible Employees, based on their proportionate share of Compensable
3 Workweeks worked during the PAGA Period.

4 **13. Individual Class Payments.** The Settlement Administrator will determine the Net
5 Settlement Amount by deducting the Class Counsel Award of fees and costs, the Class
6 Representative Service Award, the PAGA Payment, and the Settlement Administration Costs from
7 the Maximum Settlement Amount. The Settlement Administrator will distribute the Individual Class
8 Payments to the Participating Class Members from the Net Settlement Amount. The Administrator
9 will calculate each Participating Class Member's Individual Class Payment by determining the total
10 number of Compensable Workweeks worked by all Participating Class Members during the Class
11 Period, dividing that number into the Net Settlement Amount to determine the per-workweek value of
12 each Compensable Workweek, and then multiplying that sum by the number of Compensable
13 Workweeks worked by each Participating Class Member during the Class Period.

14 **14. Individual PAGA Payments.** The Settlement Administrator will calculate each
15 eligible employee's Individual PAGA Payment by dividing the 25% portion of the PAGA Payment to
16 be distributed to those individuals, i.e. Forty One Thousand and Two Hundred Fifty Thousand
17 Dollars and Zero Cents (\$41,250.00), by the total number of Compensable Workweeks worked by all
18 of the PAGA-Eligible Employees during the PAGA Period to derive the per-workweek value of the
19 Individual PAGA Payments, and then multiplying that sum by the number of Compensable
20 Workweeks worked by each such employee during the PAGA Period.

21 **15. Tax Treatment of Individual Class and PAGA Payments.** Individual Settlement
22 Awards shall be allocated as follows: 20% as alleged unpaid wages subject to all applicable tax
23 withholdings and 80% as alleged unpaid interest and penalties. The Settlement Administrator shall
24 issue an IRS Form W-2 to each Participating Class Member for the portion of each Individual
25 Settlement Award allocated as alleged unpaid wages. These payments shall be subject to all applicable
26 tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each Participating
27 Class Member for the remaining portion of each Individual Settlement Award. The Settlement
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Administrator shall also issue an IRS Form 1099 for the Individual PAGA Payments. The non-wage portions of the Individual Settlement Awards and the entirety of the Individual PAGA Payments will be allocated as non-wage penalties and interest and shall not be subject to payroll tax withholdings.

16. **Employer Payroll Taxes.** The Maximum Settlement Amount shall resolve, satisfy and completely extinguish all of Defendants' liability with respect to the Class Members, except that Defendants shall be responsible for paying the employer's share of payroll taxes on the portion of the Individual Settlement Awards that constitute wages. Defendants will pay these taxes, as calculated by the Settlement Administrator, in addition to the Maximum Settlement Amount. Upon Defendants' funding of the Maximum Settlement Amount and the employer portion of payroll taxes on the portion of the Individual Settlement Awards that constitutes wages, Defendants shall have no further payment or defense obligation whatsoever with respect to any claims covered by this Settlement made or asserted by any person or entity anywhere in the world in connection with the Class Members.

RELEASES

17. **Class Members' Released Claims.** Upon the Effective Date and Defendants' funding of the Maximum Settlement Amount and its share of employer-side payroll taxes, all Participating Class Members will fully, finally and forever release, settle, compromise, relinquish, and discharge all of the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, arising from March 19, 2017 through the Class Period End Date, including statutory, contractual, or common law claims for wages, damages, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief – whether asserted under the California Labor Code, Business and Professions Code §§ 17200 *et seq.*, the applicable wage orders at California Code of Regulations, Title 8, Section 11000 *et seq.*, or otherwise – that arise out of or are reasonably related to the factual allegations that were alleged or could have been alleged in Plaintiff's Complaint herein, including but not limited to: (a) any and all claim that Plaintiff or any member of the Settlement class was misclassified as exempt from overtime under any applicable laws; (b) any and all claims for failure to pay overtime wages for all overtime hours worked; (c) any and all claims for failure to provide meal periods and/or pay meal premiums in lieu thereof; (d) any and all

1 claims for failure to authorize and permit rest breaks and/or pay rest break premiums in lieu thereof;
2 (e) any and all direct and derivative claims for failure to furnish accurate itemized wage statements in
3 accordance with Labor Code section 226, and including any associated claims for penalties under Labor
4 Code section 226(e); (f) any and all derivative claims for failure to provide wages when due upon
5 separation of employment; and (g) any and all claims for attorneys' fees and costs.

6 **18. PAGA Released Claims by Plaintiff and all of the PAGA-Eligible Employees.**
7 Plaintiff as agent and proxy of the State of California and all of the PAGA-Eligible Employees shall
8 release the Released Parties from any and all claims for PAGA civil penalties, arising from May 19,
9 2020 through the Class Period End Date, that were alleged or reasonably could have been alleged based
10 on the facts contained in Plaintiff's operative Complaint, as enumerated in Paragraph 17 above. It is
11 understood and agreed that PAGA-Eligible Employees will not have the opportunity to opt out of this
12 PAGA Release. Because future PAGA claims are subject to claims preclusion as of the Effective Date,
13 from that day forward, the State of California cannot bring any PAGA Released Claims, nor can any
14 individual bring any of the PAGA Released Claims in the future as agent and proxy of the State of
15 California.

16 **19. Plaintiff's Additional Release.** In addition to the Class Members' Released Claims,
17 Plaintiff, in her individual capacity, agrees to release the Released Parties from any and all claims she
18 may have, known and unknown, under federal, state and/or local law, statute, ordinance, regulation,
19 common law, or other source of law, arising as of the date of execution of this Agreement, including
20 but not limited to claims arising from or related to her employment with Defendants, her termination,
21 her compensation while in Defendants' employ, and all other dealings she may have had with the
22 Released Parties. Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of
23 the Civil Code of the State of California, and does so understanding and acknowledging the significance
24 and consequence of specifically waiving her rights under section 1542 not to otherwise release
25 unknown claims. Section 1542 of the Civil Code of the State of California states as follows:

26 **A general release does not extend to claims that the creditor or releasing party does**
27 **not know or suspect to exist in his or her favor at the time of executing the release**
28

1 **and that, if known by him or her, would have materially affected his or her**
2 **settlement with the debtor or released party.**

3 Notwithstanding the provisions of section 1542, and to implement a full and complete release and
4 discharge of the Released Parties, Plaintiff expressly acknowledges that this Agreement is intended to
5 include in its effect, without limitation, all claims that Plaintiff does not know or suspect to exist in
6 her favor at the time of signing this Agreement, and that this Agreement contemplates the
7 extinguishment of any such claims.

8 **MOTION FOR PRELIMINARY APPROVAL**

9 **20. Mutual Duty of Cooperation to Seek Approval.** The Parties agree to work diligently
10 and cooperatively to have this Settlement expeditiously and jointly presented to the Court for
11 preliminary approval. Promptly upon execution of this Agreement, the Parties shall apply to the Court
12 for the entry of an order scheduling a fairness hearing on the question of whether the proposed
13 settlement, including payment of attorneys' fees and costs, the Class Representative's Service Award
14 payment, and the PAGA Payment, should be preliminarily approved as fair, reasonable and adequate
15 as to the members of the Settlement Class. Class Counsel shall prepare a draft motion for preliminary
16 approval, including a proposed Preliminary Approval Order, and will circulate the draft to Defense
17 Counsel at least five business days in advance of its filing.

18 **21. Contents of Preliminary Approval Order.** As part of the motion for preliminary
19 approval, the Parties shall apply to the Court for the entry of an Order as follows:

- 20 a. Certifying the Settlement Class for settlement purposes only;
- 21 b. Approving, as to form and content, the proposed Class Notice (**Exhibit**
22 **A** attached hereto);
- 23 c. Approving the manner and method for Class Members to object to or
24 request exclusion from the Settlement, as contained herein and within the Class Notice;
- 25 d. Directing the mailing of the Settlement Notices to Class Members, by
26 first class mail;
- 27
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1 e. Preliminarily approving the Settlement subject only to the objections of
2 Class Members and final review by the Court; and

3 f. Setting a date and time for the Final Approval Hearing.

4 **22. Resolution of Court Concerns.** If the Court does not initially grant Preliminary
5 Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel
6 and Defense Counsel will expeditiously work together, and in good faith, to modify the Agreement
7 and/or otherwise satisfy the Court's concerns.

8 **SETTLEMENT ADMINISTRATION**

9 **23. Selection of Settlement Administrator.** The Parties have jointly selected _Rust
10 Consulting to serve as the Settlement Administrator and verified that, as a condition of appointment,
11 Rust Consulting agrees to perform, as a fiduciary, all duties specified in this Agreement in exchange
12 for payment of the Settlement Administration Costs. The Parties and their Counsel represent that they
13 have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a
14 professional relationship arising out of prior experiences administering settlements.

15 **24. Qualified Settlement Fund.** The Settlement Administrator shall establish a settlement
16 fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury
17 Regulation section 468B-1. The Administrator shall have and use its own Employer Identification
18 Number for purposes of calculating payroll tax withholdings and providing reports to state and federal
19 tax authorities.

20 **25. Transmission of Class Data to Administrator and Plaintiff's Damages Consultant.**
21 Within thirty (30) calendar days after the Court grants preliminary approval of the Settlement, to the
22 extent practicable, Defendants will securely provide the Settlement Administrator with the Class Data,
23 including the names, last known addresses and telephone numbers, and social security numbers of the
24 Class Members. In addition, Defendants will provide the Settlement Administrator and Plaintiff's
25 damages consultant with data indicating the number of workweeks or pay periods worked by each
26 Class Member during the relevant Class Period, as reflected in Defendants' records. The Settlement
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1 Administrator and Plaintiff's Damages Consultant will retain the Class Data and will not share it with
2 Class Counsel, except as otherwise permitted herein.

3 **26. Mailing of Class Notices.** Within fifteen (15) calendar days after receiving the Class
4 Data from Defendants, the Settlement Administrator shall mail copies of the Court-approved Class
5 Notice to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall
6 exercise its best judgment to determine the current mailing address for each Class Member. The
7 address identified by the Settlement Administrator as the current mailing address shall be presumed to
8 be the most current mailing address for each Class Member. The Settlement Administrator shall
9 perform a search based on the National Change of Address Database maintained by the United States
10 Postal Service to update and correct any known or identifiable address changes. The Parties agree that
11 this procedure for notice provides the best notice practicable to Class Members and fully complies with
12 due process.

13 **27. Undeliverable Class Notices.** Any Settlement Notice returned to the Settlement
14 Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the
15 forwarding address affixed thereto within five (5) calendar days of receipt of the returned Class Notice
16 by the Settlement Administrator. If no forwarding address is provided, the Administrator shall attempt
17 to determine a correct address by the use of skip-tracing, or other type of automated search, using the
18 name, address and/or Social Security number of the Class Member involved, and shall then perform a
19 re-mailing to the Class Member whose Class Notice was returned as non-deliverable within five (5)
20 calendar days of receipt of the returned Notice by the Administrator, assuming another mailing address
21 is identified by the Administrator. The deadlines for Class Members to submit written Objections,
22 Requests or Exclusion, or challenges to Compensable Workweeks will be extended an additional 7
23 calendar days from the date of the re-mailing, even if this results in an extension of the otherwise-
24 applicable 45-day Response Deadline. If these procedures are followed, notice to Class Members shall
25 be deemed to have been fully satisfied, and if the intended recipient of the Settlement Notice does not
26 receive the Class Notice, the intended recipient shall nevertheless remain a Class Member and shall be
27 bound by all terms of the Settlement and the Final Order and Judgment.

1 **28. Determination of Individual Settlement Awards and Individual PAGA Payments.**

2 The Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual
3 Settlement Award and Individual PAGA Payment under the terms of this Agreement based on the
4 number of Compensable Workweeks worked by each Class Member in the applicable Class and/or
5 PAGA Periods. The Administrator will then include the estimated number of Compensable
6 Workweeks and the individual payment amounts in each Class Member's Class Notice.

7 **29. Workweek Disputes.** Class Members who wish to dispute the number of eligible

8 Compensable Workweeks set forth in the Notice, or assert that they should have been included as a
9 member of the Class, may submit a written statement to the Settlement Administrator within the
10 Response Deadline setting forth the number of Compensable Workweeks they believe should be
11 credited to them within the applicable Class or PAGA Period, accompanied by any supporting
12 documentation of their claim. The Settlement Administrator, in consultation with Class Counsel and
13 Defense Counsel, will review the pertinent payroll records,. Defendants' payroll records will be
14 presumed to be correct unless a Class Member proves otherwise by credible evidence. The Settlement
15 Administrator's decision as to the total number of eligible Compensable Workweeks shall be final and
16 non-appealable, subject to the ultimate oversight and approval of the Court if necessary.

17 **30. Objections to the Settlement.** Any Participating Class Member may object to the

18 Settlement by submitting a written objection to the Settlement Administrator within the 45-day
19 Response Deadline, unless that deadline has been extended by a re-mailing of the Class Notice. An
20 objection should include: (a) the objector's full name, signature, address, and telephone number; (b) a
21 written statement of the grounds for the objection accompanied by any legal support for such objection;
22 and (c) copies of any papers, briefs, or other documents upon which the objection is based. Objecting
23 Class Members may appear at the Final Approval Hearing either in person, or through counsel retained
24 at Class Member's own expense, to have their objection heard, whether or not they had submitted a
25 prior written objection as specified in this section. The Court will rule on any objections to the
26 settlement at the Final Approval Hearing. An objection may be withdrawn at any time. The Settlement
27 Administrator shall provide objections, if any, to Class Counsel and Defense Counsel via email within
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1 three (3) calendar days of receipt, and the Settlement Administrator shall attach any objections to its
2 declaration of due diligence, which is to be filed with the Court prior to the Final Approval Hearing.
3 Any Participating Class Member who files an objection remains eligible to receive monetary
4 compensation from the Settlement. At no time shall any of the Parties, Class Counsel, or Defense
5 Counsel seek to solicit or otherwise encourage or discourage Class Members from submitting a Notice
6 of Objection or filing an appeal from the Final Order and Judgment. Class Members who submit a
7 Request for Exclusion are ineligible to object to the Settlement.

8 **31. Requests for Exclusion.** Any Class Member may request to be excluded from (“opt
9 out of”) the Settlement by submitting a signed, written request to the Settlement Administrator, clearly
10 communicating that the Class Member wishes to be excluded from the Settlement. To be timely and
11 valid, the Request for Exclusion must be mailed (postmarked) by the Response Deadline, 45 days from
12 the Settlement Administrator’s mailing of the Class Notice, unless that deadline has been extended by
13 a re-mailing of the Class Notice. The Request for Exclusion should contain the Class Member’s name,
14 address, signature, date, telephone number or email address, and the name of the case. Persons who
15 submit a timely Request for Exclusion will be referred to as Non-Participating Class Members. The
16 Settlement Administrator will accept any Request for Exclusion as valid if the Administrator can
17 reasonably ascertain the identity of the person as a Class Member and the Class Member’s desire to be
18 excluded. Non-Participating Class Members will not be entitled to receive an Individual Class Payment
19 under the Settlement, will not be bound by the terms and conditions of the Class Settlement, and will
20 not be releasing any of the Class Members’ Released Claims. However, Non-Participating Class
21 Members who are PAGA-Eligible Employees will still receive Individual PAGA Payments and are
22 precluded from bringing PAGA Released Claims that are released by Plaintiff and the State of
23 California, as described in Paragraph 18. Any Class Member who does not submit a timely Request
24 for Exclusion will be deemed to be a Participating Class Member and will be bound by the terms and
25 conditions of the Settlement.

26 **32. Revocation of Settlement by Defendants.** If twelve percent (12%) or more of the
27 Class Members request to be excluded from the Class, Defendants shall have the sole and absolute
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1 discretion to revoke the Settlement Agreement. Christianne McCarthy and Jezwah Harris' exclusion
2 from the Class shall not count in calculating whether twelve percent or more of the Class Members
3 request to be excluded from the Class. The Settlement Administrator shall provide a list of the Requests
4 for Exclusion within fourteen (14) days after the Response Date. If Defendant elects to revoke/rescind
5 the Settlement Agreement, it shall provide written notice of such revocation to Class Counsel within
6 14 days after receiving the final list of Requests for Exclusion from the Settlement Administrator.
7 Defendants agree to meet and confer in good faith with Class Counsel before rescinding or voiding the
8 Settlement Agreement. Such rescission shall have the same effect as a termination of this Settlement
9 Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become
10 null and void and have no further force or effect. If Defendants choose to terminate this Agreement
11 under this provision, they shall be responsible to pay the Settlement Administrator's fees and costs
12 incurred to that point. Other than with regards to Ms. McCarthy and Mr. Harris, no Party will
13 encourage any class member to opt out of the Settlement.

14 **33. Weekly Status Reports.** Following the mailing of the Class Notice, the Settlement
15 Administrator will provide Class Counsel and Defense Counsel with weekly reports of, among other
16 things: the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests
17 for Exclusion (whether valid or invalid) received, objections received, and challenges to the number of
18 Compensable Workweeks received and/or resolved. The Administrator will promptly provide counsel
19 for the Parties with copies of any objections received. Additionally, the Settlement Administrator will
20 provide to counsel for the Parties any other updated reports regarding the administration of the
21 Settlement as may be needed or requested from time to time, including any declarations required by
22 the Court.

23 **34. Other Duties of the Settlement Administrator.** The Settlement Administrator shall
24 perform such other duties as may be necessary from time to time, as directed by Counsel or the Court.
25 This shall include, among other things, (1) maintaining and monitoring an email address and toll-free
26 telephone number to receive Class Member calls, faxes and emails; (2) providing Counsel for the
27 Parties with a declaration suitable for filing in Court at least 14 days before Plaintiff is required to file
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1 her motion for Final Approval of the Settlement, attesting to the Administrator's compliance with all
2 of its obligations under the Agreement and other necessary information regarding the Class Notices,
3 Requests for Exclusion and objections; and (3) providing a final report and compliance declaration
4 suitable for filing with the Court following the Administrator's disbursement of all the payments
5 required by this Agreement, in accordance with any deadlines set by the Court.

6 **MOTION FOR FINAL APPROVAL**

7 **35. Final Settlement Approval Hearing and Entry of Final Order and Judgment.**

8 Following expiration of the Response Deadline, Plaintiff shall prepare and file a motion seeking final
9 approval of the Settlement, including a request for approval of the PAGA settlement under Labor Code
10 section 2699(l)(2), a proposed Final Approval Order, and a proposed Judgment. Plaintiff shall provide
11 drafts of the motion for final approval and proposed Final Order and Judgment to Defense Counsel not
12 later than five (5) business days prior to filing the motion. Plaintiff's motion for Final Approval shall
13 be accompanied by a declaration from the Settlement Administrator, as referenced above, describing
14 the process and results of the administration of the Settlement to date. Plaintiff will prepare and include
15 with the Final Approval motion a request seeking approval of Plaintiff's request for reimbursement of
16 Class Counsel's attorneys' fees and costs incurred in this matter and Plaintiff's request for a Class
17 Representative Service Award.

18 **36. Contents of Proposed Final Order and Judgment.** The proposed Final Order and
19 Judgment will include, among other things:

- 20 a. Final Approval of the Settlement, adjudging the terms thereof to be fair,
21 reasonable and adequate, and directing consummation of its terms and provisions;
- 22 b. Approval of Class Counsel's application for an award of attorneys' fees
23 and costs;
- 24 c. Approval of the Class Representative Service Award payment to
25 Plaintiff;
- 26 d. Approval of the Settlement Administration Costs;
- 27 e. Approval of the PAGA settlement;
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1 f. The setting of a date when the Parties shall submit the Final Report
2 regarding the distribution of the Maximum Settlement Amount pursuant to California Code of Civil
3 Procedure section 384, and, if necessary, a date for a final accounting hearing following its receipt of
4 the Final Report;

5 g. The entering of a judgment in the Action that is intended to preclude any
6 Class Members from pursuing any individual, class or representative claims against any of the Released
7 Parties that have been released herein pursuant to the Settlement Agreement, upon satisfaction of all
8 payments and obligations hereunder, excluding the Class claims of those persons who submitted valid
9 and timely Requests for Exclusion.

10 **37. Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
11 Approval on any material change to the Settlement, the Parties will expeditiously work together in
12 good faith to address the Court's concerns, including, if necessary, by revising the Agreement to obtain
13 Final Approval. The Court's decision to award less than the amounts requested for the Class
14 Representative Service Payment, Class Counsel Award of fees and costs, and/or Settlement
15 Administration Costs shall not constitute a material modification of the Agreement within the meaning
16 of this Paragraph.

17 **38. Jurisdiction of the Court Following Judgment.** Following entry of the Final Order
18 and Judgment, the Court shall retain jurisdiction solely with respect to the interpretation,
19 implementation, and enforcement of the terms of this Agreement and all orders and judgments entered
20 in connection therewith; and addressing any other settlement administration and compliance matters
21 that may require its attention. If any party brings an action to enforce the terms of this Agreement, the
22 prevailing party shall be entitled to its/her reasonable attorneys' fees and costs.

23 **SETTLEMENT FUNDING AND PAYMENTS**

24 **39. Information from Settlement Administrator Regarding Funding.** Not later than ten
25 (10) calendar days after the Effective Date, the Settlement Administrator will provide Defense Counsel
26 with an accounting of all anticipated payments from the QSF as specified in this Agreement and
27 approved by the Court, including all necessary routing and payment instructions to the QSF, and
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1 including the amount due for the employer's share of payroll taxes on the wage payments to be made
2 outside the Maximum Settlement Amount. The Settlement Administrator also will provide counsel for
3 the Parties, for their approval, a draft set of the calculations it has prepared for distribution, with at least
4 fourteen (14) calendar days, whether before or after the funding date but before the date of the
5 scheduled distribution date, in which to review and approve the Administrator's proposed payment
6 calculations.

7 **40. Funding of Settlement.** Defendants shall pay the Maximum Settlement Amount,
8 together with the amount the Settlement Administrator has determined or estimated to be Defendants'
9 share of employer taxes due on the wages being paid under the Settlement, in one lump sum payment
10 within thirty (30) calendar days after the Effective Date. Defendants shall provide the Maximum
11 Settlement Amount to the Settlement Administrator in any feasible manner, including, but not limited
12 to, a wire transfer or a check.

13 **41. Timing of Settlement Disbursements.** Within fifteen (15) calendar days after
14 Defendants have provided the Settlement Administrator with the Maximum Settlement Amount, and
15 after the Settlement Administrator has provided the Parties with an opportunity to review and approve
16 the Settlement Administrator's proposed payment calculations, the Settlement Administrator will
17 distribute the payments to Plaintiff for her Class Representative Service Award, to Class Counsel for
18 their awarded attorneys' fees and costs, to the LWDA for its portion of the PAGA Payment, to the
19 Participating Class Members for their Individual Class Payments Awards, to all PAGA-Eligible
20 Employees for their Individual PAGA Payments, and to itself for the Settlement Administration Costs.

21 **42. Method of Individual Payments.** The Settlement Administrator shall mail the
22 Individual Settlement Awards and Individual PAGA Payments by regular First-Class U.S. Mail to each
23 person's last known mailing address. Prior to mailing the payments, the Settlement Administrator shall
24 perform a search based on the National Change of Address Database maintained by the United States
25 Postal Service to update and correct any known or identifiable address changes.

26 **43. Non-Reversionary Settlement; No Claim Necessary.** Participating Class Members
27 shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and
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1 no portion of the Maximum Settlement Amount shall revert to Defendants. To the extent the Court
2 does not approve the full requested attorneys' fees, litigation costs, Class Representative Service Award
3 or Settlement Administration Costs, the Net Settlement Amount will increase accordingly, by the
4 difference between the requested amounts and the amounts awarded by the Court. If this Settlement is
5 not finally approved by the Court in full, or is terminated, rescinded, canceled or fails to become
6 effective for any reason, or if the Effective Date does not occur, then no portion of the Maximum
7 Settlement Amount shall be paid.

8 **44. Disposition of Uncashed Checks.** All Individual Settlement Payment checks and/or
9 Individual PAGA Payment checks issued by the Settlement Administrator must be cashed within 180
10 days after issuance. After the expiration of the 180-day period, the Settlement Administrator will void
11 any uncashed checks, and the total amount of any uncashed settlement checks will be paid as a cy pres
12 to Legal Aid at Work, a non-profit organization that furthers the general purposes of the underlying
13 causes of action, pursuant to California Code of Civil Procedure section 384, subject to the approval of
14 the Court. The Parties and their Counsel certify that they have no financial interest in or beneficial
15 connection to this cy pres recipient.

16 **45. Settlement Binding Even If Checks Not Cashed.** In the event a Participating Class
17 Member or Participating PAGA Member fails to cash/deposit his or her Individual Class Payment
18 check and/or Individual PAGA Payment check, for whatever reason, that person shall nevertheless
19 remain bound by the Settlement and/or the PAGA Release.

20 **ADDITIONAL PROVISIONS**

21 **46. Nullification of Settlement for Other Reasons.** In the event: (i) the Court does not
22 enter the Preliminary Approval Order; (ii) the Court does not grant Final Approval of the Settlement;
23 (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become
24 final for any other reason, this Agreement shall be rendered null and void, and any order or judgment
25 entered by the Court in furtherance of this Agreement shall be treated as void from the beginning. In
26 such a case, this Agreement and any documents related to it shall not be used by any Class Member or
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1 Class Counsel to support any claim or request for class certification in the Action, and shall not be used
2 in any other civil or administrative action against Defendants or any of the other Released Parties.

3 **47. Plaintiff's Waiver of Right to Be Excluded.** Plaintiff agrees that by signing this
4 Agreement, she will be bound by the terms herein. Plaintiff further agrees that, upon signing this
5 Agreement, she will not request to be excluded from this Settlement, and that any such request for
6 exclusion by Plaintiff will be void and of no force or effect.

7 **48. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and
8 conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members
9 who did not object to the Settlement as provided in this Agreement waive all rights to appeal from the
10 Judgment. If an objector appeals the Judgment, the Parties' obligations to perform under this
11 Agreement will be suspended until the appeal is finally resolved and the Judgment becomes final,
12 except as to matters that do not affect the amount of the Net Settlement Amount. However, nothing in
13 this Agreement shall preclude Plaintiff from appealing from a court order denying or failing to grant in
14 full her requests for attorneys' fees, costs, or service award. Any order reducing the Class Counsel
15 Award or the Class Representative Service Award will not be grounds on Plaintiff's part to nullify or
16 void this Settlement.

17 **49. No Credit Towards Defendants' Benefit Plans.** Neither the terms of this Settlement
18 nor any of the amounts paid to Plaintiff or any Class Member shall have any effect on the eligibility or
19 calculation of any employee benefits under Defendants' benefit plans. Any Individual Class Payment
20 or PAGA Payment amounts paid to Class Members under the Settlement do not represent any
21 modification of any Class Member's previously-credited hours of service or other eligibility criteria,
22 and will not be utilized to calculate any additional benefits, vesting or credit under any bonus or
23 compensation plan, collective bargaining agreement, employee pension benefit plan, employee welfare
24 benefit plan, or any other program or policy sponsored by Sutter or any of its affiliates. It is the intent
25 of the Parties that the Individual Settlement Awards and Individual PAGA Payments provided for in
26 this Agreement are the sole payments to be made by Defendants to Class Members and others in
27 connection with this Settlement, and that the Class Members are not entitled to any new or additional
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1 compensation or benefits as a result of having received the Individual Settlement Awards and/or and
2 Individual PAGA Payments.

3 **50. No Admission of Liability, Class Certification or Representative Manageability for**
4 **Other Purposes.** Defendants deny all claims alleged in the Action and denies all wrongdoing
5 whatsoever by Defendants. Defendants further deny that any of its employees has been “aggrieved”
6 by a violation of the Labor Code. Neither this Agreement, nor any of its terms and conditions, nor any
7 of the negotiations connected with it, is a concession or admission, and none shall be used against
8 Defendants as an admission or indication with respect to any claim of any fault, concession, or omission
9 by Defendants or that class certification is proper under the standard applied to contested certification
10 motions. The Parties agree that certification of the proposed class and representative treatment under
11 PAGA is for purposes of this Settlement only. This Agreement will not be admissible in this or any
12 other proceeding as evidence that either a class action should be certified, that Plaintiff’s PAGA claims
13 are manageable for trial, or that Defendants are liable to Plaintiff or any Class Member, other than
14 according to the terms of this Agreement.

15 **51. Publicity and Confidentiality.**

16 a. Except for when the Court has requested status updates regarding the Parties’ settlement
17 efforts, prior to the Filing of Plaintiff’s Motion for Preliminary Approval Plaintiff and Class Counsel
18 will not make any public disclosures of any kind regarding the Settlement, this Stipulation of
19 Settlement, or the Parties’ confidential Memorandum of Understanding, and will abstain from any
20 communications with coworkers, acquaintances, or on social media or any public forum regarding the
21 fact, amount, and terms of the Settlement, until after the Motion for Preliminary Approval is filed.
22 Class Counsel will take all steps necessary to ensure that the Class Representative is aware of, and will
23 encourage her to adhere to, the restriction against any public disclosures regarding the Settlement, this
24 Stipulation of Settlement, and the Memorandum of Understanding until after the Motion for
25 Preliminary Approval is filed. Class Counsel shall be permitted to discuss the terms of the Settlement
26 with any Settlement Class Members who inquire about the terms after the motion for preliminary
27 approval is filed.

1 b. At all times, even after preliminary and final court approval of this Settlement, Plaintiff
2 and Class Counsel may not initiate any press releases or media communications about the fact, amount,
3 and/or terms of this Settlement. If Plaintiff or counsel for either party receive an inquiry about the
4 Settlement from the media, they may respond only after the motion for preliminary approval has been
5 filed and only by stating “no comment,” or words to that effect, or by directing the inquiring media
6 outlet to the terms of the Settlement.

7 c. Nothing herein will restrict Class Counsel from including publicly available information
8 regarding this Settlement in future judicial submissions regarding Class Counsel’s qualifications and
9 experience.

10 d. Nothing herein will restrict Plaintiff or Class Counsel from communicating with Class
11 Members about the Settlement following the Court’s Order Granting Preliminary Approval.

12 e. This paragraph is a material term of this Settlement.

13 **52. Tax Liability.** The Parties make no representations as to the tax treatment or legal
14 effect of the payments specified herein, and Class Members are not relying on any statement or
15 representation by the Parties, Class Counsel or Defense Counsel in this regard. Other than with regard
16 to the employer’s share of payroll taxes, Participating Class Members, PAGA-Eligible Employees,
17 Class Counsel, and Plaintiff shall be solely and legally responsible for the payment of all applicable
18 taxes and penalties assessed on the payments specified herein.

19 **53. Circular 230 Disclaimer.** The Parties acknowledge and agree that (i) no provision of
20 this Agreement, and no written communication or disclosure between or among the Parties, Class
21 Counsel or Defense Counsel and other advisors, is or was intended to be, nor shall any such
22 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
23 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (ii) the
24 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
25 counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into
26 this Agreement based upon the recommendation of any other party or any attorney or advisor to any
27 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
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1 advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party;
2 and (iii) no attorney or advisor to any other party has imposed any limitation that protects the
3 confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such limitation
4 is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of
5 any transaction, including any transaction contemplated by this Settlement.

6 **54. Authorization to Enter into Agreement.** Class Counsel and Defense Counsel warrant
7 and represent that they are expressly authorized by the Parties whom they represent to negotiate this
8 Agreement and to take all appropriate actions required or permitted to be taken by the Parties pursuant
9 to this Agreement to effectuate its terms, and to execute any other documents required to effectuate its
10 terms. The person signing this Stipulation of Settlement on behalf of Defendants represents and
11 warrants that he/she is authorized to sign this Agreement on behalf of Defendants. Plaintiff represents
12 and warrants that she is authorized to sign this Agreement on behalf of herself and the Class, and as
13 proxy for the State of California, and that she has not assigned any claim or part of a claim covered by
14 this Agreement to a third party.

15 **55. Cooperation to Effectuate Settlement.** The Parties, Class Counsel and Defense
16 Counsel shall cooperate with each other and use their best efforts to effect the implementation of this
17 Settlement. In the event the Parties are unable to reach agreement on the form or content of any
18 document needed to implement the Settlement, or on any supplemental provisions that may become
19 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to
20 resolve such disagreement.

21 **56. Notice to LWDA.** Class Counsel shall submit any required notices of this Agreement
22 to the LWDA as may be required by Labor Code sections 2699(1)(2) and (3) or other provisions of
23 PAGA.

24 **57. Invalidity of Any Provision.** In the event the Court declares any material provision of
25 this Agreement invalid, the Agreement will be void and its terms will be of no force and effect, except
26 as otherwise agreed to by the Parties in writing, subject to the Court's approval. Before the Court
27 concludes that any term or provision of this Agreement is invalid, the Parties will request that the Court
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1 first attempt to construe the terms or provisions valid to the fullest extent possible consistent with
2 applicable precedents so as to define all provisions of this Agreement as valid and enforceable. The
3 Parties further agree to meet and confer in an attempt to resolve any issues or concerns the Court may
4 have as to the validity of any provision in an effort to effectuate the essential terms of this Settlement,
5 and to discuss any possible amendments to this Agreement or its Exhibit 1 needed to obtain the Court's
6 approval of the Settlement.

7 **58. Binding Nature of Notice of Class Action Settlement.** It is agreed that, because the
8 Class Members are so numerous, it is impossible or impractical to have each Class Member execute
9 the Agreement. The Class Notice shall advise all Class Members of the binding nature of the
10 Settlement, and the release of the Class Members' Released Claims as described above in Paragraph
11 20 shall have the same force and effect as if this Agreement were executed by each Participating Class
12 Member.

13 **59. Entire Agreement.** This Agreement and its attached Exhibit A constitute the entire
14 agreement between the Parties, and no oral or written representations, warranties, or inducements have
15 been made to Plaintiff or Defendants concerning this Agreement or Exhibit A other than the
16 representations, warranties, and covenants contained and memorialized in this Agreement and Exhibit
17 A. No other prior or contemporaneous written or oral agreements may be deemed binding on the
18 Parties.

19 **60. Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation
20 of this Agreement. This Agreement will not be construed against any Party on the basis that the Party
21 was the drafter or participated in the drafting.

22 **61. Amendment or Modification.** This Agreement may be amended or modified only by
23 a written instrument signed by counsel for all Parties or their successors-in-interest, and approved by
24 the Court.

25 **62. Governing Law.** All terms of this Agreement and its exhibit shall be governed by and
26 interpreted according to the laws of the State of California, without regard to conflict of law principles.

63. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

64. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

65. Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument if counsel for the Parties exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:


PLAINTIFF

Dated: _____

Denise Winget

**DEFENDANTS SUTTER HEALTH AND
SUTTER BAY HOSPITALS**

Dated: 7/21/2023


Florence L. Di Benedetto
Senior Vice President & General Counsel
Sutter Health

1 **APPROVED AS TO FORM:**

2
3
4 Dated: _____

RUDY, EXELROD, ZIEFF & LOWE, LLP

5
6 By: _____
7 JOHN T. MULLAN
MEGHAN F. LOISEL

8 *Attorneys for Plaintiff Denise Winget, individually and*
9 *on behalf of all others similarly situated*

10 Dated: _____

LEIGH LAW GROUP, P.C.

11
12 By: _____
13 JAY T. JAMBECK
14 MANDY G. LEIGH
DAMIEN B. TROUTMAN

15 *Attorneys for Plaintiff Denise Winget, individually and*
16 *on behalf of all others similarly situated*

17
18 Dated: _____

GBG LLP

19
20
21 By: _____
22 THOMAS E. GEIDT
TERESA W. GHALI

23 *Attorneys for Defendants Sutter Health and Sutter Bay*
24 *Hospitals*