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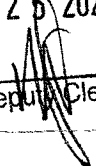
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

AUG 25 2021

BY  Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SONOMA

TERESA BROOKE,
Plaintiff,

vs.

AURORA BEHAVIORAL HEALTHCARE –
SANTA ROSA, LLC and SIGNATURE
HEALTHCARE SERVICES, LLC, and
DOES 1 through 100, inclusive,
Defendants.

Case No.: SCV-261926

Unlimited Civil Case

JWD

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Judge: Hon. Jennifer Dollard
Dept: 18

Action Filed: February 2, 2018

1 Plaintiff filed a Motion to Approve Settlement Pursuant to the Private Attorney General
2 Act, which came on for hearing on August 25, 2021 at 3:00 pm in Department 18 of the
3 above-entitled Court, the Honorable Jennifer Dollard presiding. The Court has reviewed the
4 materials and information submitted on this Motion. Defendants have not opposed the Motion. The
5 Court GRANTS the motion in its entirety and finds and hereby ORDERS as follows:

6 1. For purposes of the Settlement and this Order, "Action" means the representative
7 action entitled *Brooke v. Aurora Behavioral Healthcare – Santa Rosa, LLC, et al.*, Case No. SCV-
8 261926 filed by Plaintiff Teresa Brooke against Defendants Aurora Behavioral Healthcare – Santa
9 Rosa, LLC and Signature Healthcare Services, LLC on February 2, 2018 in the Superior Court of
10 the State of California, County of Sonoma.

11 2. Consistent with the definitions provided in the Settlement, the allegedly aggrieved
12 employees, referred to as "Covered Employees" in the Settlement, means all persons who worked
13 for Defendant Aurora Behavioral Healthcare – Santa Rosa, LLC in its Santa Rosa hospital from
14 April 29, 2016 to June 4, 2021.

15 3. For purposes of the Settlement in this Order, "Settlement" refers to the Joint
16 Stipulation for Private Attorney General Act Settlement and Release entered into between Plaintiff
17 and Defendants on or about June 30, 2021.

18 4. All other capitalized terms not defined herein shall have the same meaning as in the
19 Parties' Settlement, which is attached as Exhibit 1 to the Declaration of Xinying Valerian filed on
20 July 2, 2021.

21 5. Upon the Effective Date:

22 a. Plaintiff, on behalf of the State of California and the Covered Employees, will
23 release Defendants from any and all civil penalties which could be assessed upon
24 and collected from Defendants under PAGA for the alleged violations of
25 California Labor Code sections 1102.5, 232.5 (a) and (b), 512, 226.7, 1198,
26 6400, 6401, 6401.7, 6401.8, 6402, 6403, 6403.5, 6405, 6406, and 6407, arising
27 in Defendants' Santa Rosa facility only (i.e., Aurora Santa Rosa Hospital) during
28 the Covered Time Period, based upon and limited to the facts and theories

1 alleged in the LWDA Notice and Supplemental LWDA Notice.

2 b. With respect to Labor Code sections 232.5(c), 6310, 6311, 1198.5, and 970,
3 Plaintiff was the only alleged aggrieved employee and, therefore, only the
4 claimed penalties as to Plaintiff are released.

5 6. Collectively, as described herein, the claims to be released are the “Released
6 Claims.” This Settlement does not seek to release any remedies available to Covered Employees
7 with respect to violations of the Labor Code other than those remedies which could be recovered
8 under PAGA. Notwithstanding the foregoing, the Released Claims do not include any claims
9 asserted in *Chettero v. Aurora Behavioral Healthcare – Santa Rosa, LLC, et al.* (Sonoma County
10 Superior Court, Case No. SCV-268610), other than the Released Claims.

11 7. All Covered Employees and all Released Claims are covered by and included within
12 the Settlement and this Final Order.

13 8. The material terms of the Settlement include:

- 14 a. Defendants have agreed to implement programmatic relief measures described
15 in detail in the Settlement, including adhering to policies for staffing to acuity
16 and providing break relief staff on every shift, revising its confidentiality
17 agreement, engaging a consultant to implement a written Injury and Illness
18 Prevention Program, performing monthly staffing-related audits, establishing
19 new committees related to safety and staffing, and engaging an independent
20 expert on the health and safety issues asserted in this case;
- 21 b. The Gross Settlement Fund is \$2,850,000;
- 22 c. No portion of the Settlement Fund will revert to Defendants;
- 23 d. \$11,000 of the Settlement Fund will be set aside for expected costs associated
24 with settlement administration, to be paid to ILYM Group, Inc., the Settlement
25 Administrator;
- 26 e. \$10,000 of the Settlement Fund will be set aside for a Service Award for Plaintiff
27 Teresa Brooke;
- 28 f. \$100,000 of the Settlement Fund will be set aside to fund half of the costs of the

1 independent expert as described in Section III of the Settlement;

2 g. The remaining amount is the Net Penalties Amount. This amount, \$2,729,000,
3 will be allocated, as prescribed by PAGA, as follows:

4 i. \$2,046,750, or 75% shall be remitted to the State of California;

5 ii. \$682,250, or 25% shall be remitted to the Covered Employees, as
6 follows: \$614,025, or 90% of the Covered Employees Amount shall be
7 allocated to Nursing Department employees in the following job codes:
8 RN, LVN/LPT/LPN, and MHW/MHT/BHT. \$68,225, or 10% of the
9 Covered Employees Amount shall be allocated to the rest of the Covered
10 Employees. The Settlement Administrator shall allocate these amounts
11 as directed in the Settlement.

12 9. Per the Parties' Settlement, any funds from uncashed settlement checks shall be
13 transmitted by the Settlement Administrator to the American Psychiatric Nurses Association as *cy*
14 *pres.*

15 10. Because this is a PAGA-only Settlement, the process for approval is
16 straightforward: "The superior court shall review and approve any settlement of any civil action
17 filed pursuant to this part." Labor Code § 2699(1)(2).

18 11. The Court finds that the Settlement is fair, adequate, reasonable, and consistent with
19 the purposes of PAGA.

20 12. The Court finds that the form of the stipulated Notice Letter attached as Exhibit D
21 to the Settlement is adequate and reasonable, and ORDERS that notice be provided to the Covered
22 Employees in the aforementioned form.

23 13. Consistent with the foregoing, the Settlement Administrator selected by the Parties
24 is hereby ORDERED to distribute the Settlement Fund as indicated above and in the Settlement.


25 14. Plaintiff shall submit a copy of this Order to the LWDA within ten (10) days of entry
26 of this Order.

27 15. This Order and Judgment does not resolve any outstanding dispute about attorneys'
28 fees and costs. It is anticipated that Plaintiff will petition this Court for an award of fees and costs

1 incurred in connection with this matter.

2 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Judgment shall be
3 entered on the Eighth Cause of Action under PAGA, without prejudice to the remaining claim of
4 Plaintiff regarding her attorneys' fees and costs under PAGA or any other grounds, in accordance
5 with this Order and the Settlement. The Court retains jurisdiction pursuant to the Settlement and
6 pursuant to California Code of Civil Procedure section 664.6, over the Parties to enforce the
7 Settlement and adjudicate Plaintiff's motion for fees and costs.

8
9 DATED: August 25, 2021


The Honorable Jennifer Dollard
Judge of the Superior Court

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PROOF OF SERVICE BY MAIL

I certify that I am an employee of the Superior Court of California, County of Sonoma, and that my business address is 600 Administration Dr., Room 107-J, Santa Rosa, California, 95403; that I am not a party to this case; that I am over the age of 18; that I am readily familiar with this office's practice for collection and processing of correspondence for mailing with the United States Postal Service; and that on the date shown below I placed a true copy of *ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT* in an envelope, sealed and addressed as shown below, for collection and mailing at Santa Rosa, California, first class, postage fully prepaid, following ordinary business practices.

Date: August 25, 2021

Arlene Junior
Clerk of the Court

By: Melissa Waters
Melissa Waters, Deputy Clerk

-ADDRESSEES-

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