

Adrienne Calip / Clerk of Court  
By: Cecilia Tamayo, Deputy Clerk

**SCHEPPACH BAUER PC**  
JOHN M. SCHEPPACH (BAR NO. 240633)  
jmscheppach@sbpc.law  
THOREY M. BAUER (BAR NO. 234813)  
tbauer@sbpc.law  
23181 Verdugo Drive, Suite 105-A  
Laguna Hills, CA 92653  
Phone: (949) 209-8880 | Fax: (949) 358-7884

Attorneys for Plaintiff, TODD BLAGG,  
on behalf of himself and all other aggrieved employees

**PROCOPIO, CORY, HARGREAVES & SAVITCH, LLP**  
MARIE BURKE KENNY (BAR NO. 183640)  
marie.kenny@procopio.com  
525 B Street, Suite 2200  
San Diego, CA 92101  
Phone: (619) 238-1900 | Fax: (619) 235-0398

Attorneys for Defendant, FRESNO SURGERY CENTER, L.P.

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MADERA

TODD BLAGG, in a representative capacity,  
Plaintiff,

vs.

FRESNO SURGERY CENTER, L.P.,  
a California limited partnership, and DOES 1  
through 10, inclusive,

Defendants

Case No. MCV088879

Assigned For All Purposes To:

Judge ~~Eric J. Licalsi~~, Dept. ~~44~~ 0000

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

Hearing:

Date: August 4, 2025

Time: 8:30 a.m.

Dept: ~~44~~ 0000

Complaint Filed: March 6, 2023

First Am. Complaint Filed: Jan. 6, 2025

Trial Date: None Set

**ORDER APPROVING PAGA SETTLEMENT AND**  
**ENTERING JUDGMENT THEREON**

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This matter came on for hearing on August 4, 2025, at 8:30 a.m. in Department 44 of the above-captioned court on the unopposed Motion For Approval Of PAGA Settlement.

Having considered the Stipulation And Agreement For PAGA Settlement (the “Settlement Agreement” or “Settlement”), which is attached as Exhibit 1 to the Memorandum In Support Of Plaintiff’s Motion For Approval Of PAGA Settlement; having considered the briefing and submissions filed with the Court; and good cause appearing therefor; the Court

**HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:**

1. The Court has jurisdiction over Plaintiff Todd Blagg (“Plaintiff”) and Defendant Fresno Surgery Center, L.P. (“Defendant”) and the subject matter of the action, which involves the Private Attorneys General Act of 2004 (“PAGA”).

2. The Court hereby GRANTS approval of the Settlement upon the terms and conditions set forth in the Settlement Agreement. The Court finds that the Settlement terms are fair to all concerned.

3. The following definitions, as provided in the Settlement, shall apply herein:

A. **“Complaint”** means the First Amended Complaint filed on January 6, 2025 in this Action. The term Complaint includes Plaintiff’s initial PAGA Notice to the LWDA, and Plaintiff’s Amendment To PAGA Notice to the LWDA, both of which are attached to the Complaint as exhibits.

B. **“Defendant”** means Fresno Surgery Center, L.P., a California limited partnership which does business as Fresno Surgical Hospital.

C. **“Gross Settlement Amount”** or **“Common Fund”** means the amount of Four Hundred And Five Thousand Dollars And Zero Cents (\$405,000.00). The Gross Settlement Amount is an all-inclusive amount, including any Settlement Administrator Costs as approved by the Court, attorney’s fees and costs to Plaintiff’s Counsel as awarded by the Court, the Service Payment to Plaintiff, and the PAGA Payment as approved by the

1 Court. This Settlement is a cash settlement. This Settlement is not a claims-made  
2 settlement. No portion of the Gross Settlement Amount will be retained by, or revert to,  
3 Defendant.

4 D. **“PAGA Period”** means the period of time from December 29, 2021, to  
5 December 23, 2024.

6 E. **“PAGA Group”** and **“PAGA Group Members”** means any individual  
7 who is or previously was employed by Fresno Surgical Hospital as a non-exempt employee  
8 at any time during the PAGA Period.

9 F. **“Plaintiff’s Counsel”** means John M. Scheppach of Scheppach Bauer  
10 PC.

11 G. **“Released Claims”** means all known and unknown claims for civil  
12 penalties under the Private Attorneys General Act of 2004 (“PAGA”), and any associated  
13 costs and attorney’s fees under PAGA, which are alleged in the Complaint, or which could  
14 have been asserted based on the facts alleged in the Complaint, including PAGA civil  
15 penalty claims for unpaid wages, unpaid overtime, unpaid double-time, incorrect calculation  
16 of the regular rate, underpaid sick leave, off-the-clock work, reporting time pay,  
17 unreimbursed expenses, failure to provide legally-compliant meal periods, failure to pay or  
18 properly compute meal period premiums, failure to provide legally-compliant rest periods,  
19 failure to pay or properly compute rest period premiums, failure to pay all wages owed  
20 during employment, failure to pay all wages owed upon separation from employment, failure  
21 to maintain accurate records, failure to provide accurate wage statements, violation of the  
22 California Labor Code (including §§ 201, 202, 203, 204, 208, 226, 226.3, 226.7, 233, 246.5,  
23 248.6, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802), and PAGA  
24 civil penalty claims for violation of all similar provisions of the California Industrial Welfare  
25 Commission Wage Orders, which the PAGA Group and/or any PAGA Group Member has  
26 ever had, or hereafter may claim to have, for the PAGA Period.

27 H. **“Released Parties”** means Fresno Surgery Center, L.P., dba Fresno  
28 Surgical Hospital, and each of its former and present parent companies, subsidiaries,

1 affiliates, divisions, and joint ventures, and all of their past and present shareholders,  
2 officers, directors, employees, agents, servants, owners, members, investors, executors,  
3 administrators, general partners, limited partners, real or alleged alter egos, predecessors,  
4 successors, transferees, assigns, registered representatives, attorneys, insurers, or partners.

5 I. **“Settlement Administrator”** means Atticus Administration, LLC.

6 4. The Court approves Atticus Administration, LLC to serve as the Settlement  
7 Administrator.

8 5. The Court approves the Gross Settlement Amount of \$405,000 established to  
9 fund the Settlement.

10 6. The Court approves the payment for Settlement Administration Costs incurred  
11 by Atticus Administration, LLC in the amount of \$5,900 to be paid from the Gross  
12 Settlement Amount as provided in the Settlement Agreement.

13 7. The Court approves the payment of attorney’s fees to Plaintiff’s Counsel in  
14 the amount of \$141,750 to be paid from the Gross Settlement Amount.

15 8. The Court approves the payment of Plaintiff’s Counsel’s costs in the total of  
16 \$12,762.31 from the Gross Settlement Amount.

17 9. The Court approves a Service Award Payment to Plaintiff in the amount of  
18 \$10,000 which is to be paid from the Gross Settlement Amount

19 10. Pursuant to PAGA, the Net Settlement Amount of \$234,587.69 shall be  
20 distributed 75% to the California Labor and Workforce Development Agency (“LWDA”)  
21 and the remaining 25% shall be distributed to the PAGA Group Members in accordance  
22 with the terms of the Settlement.

23 11. The Court hereby directs Defendant to fund the Settlement in accordance with  
24 the terms of, and by the deadlines supplied in, the Settlement.

25 12. The Court hereby directs the Settlement Administrator to make all  
26 disbursements in accordance with the terms of, and by the deadlines supplied in, the  
27 Settlement Agreement.

28 13. The Court has determined that the Notice of PAGA Settlement, attached as

1 Exhibit 1 to the Declaration of John M. Scheppach In Support of Plaintiff's Motion For  
2 Approval of PAGA Settlement, is sufficient to inform PAGA Group Members of the  
3 material elements of the Settlement, constitutes the best notice practicable under the  
4 circumstances, and its mailing by the Settlement Administrator is hereby approved.

5       14. As set forth in the Settlement Agreement, the Settlement Administrator will  
6 prepare and mail settlement checks for each PAGA Group Member in the amount of their  
7 Individual Settlement Payment, along with a copy of the Notice of PAGA Settlement. The  
8 checks will indicate on their face that they are void if not negotiated within one hundred and  
9 eighty (180) days of their issuance. In the event a settlement check is returned to the  
10 Settlement Administrator with a forwarding address, the settlement check will be forwarded  
11 to the forwarding address. In the event a settlement check is returned to the Settlement  
12 Administrator without a forwarding address or is otherwise undeliverable, the Settlement  
13 Administrator will use reasonable efforts to search for a better address and re-mail the  
14 returned check, if possible. If the search does not provide a better address, or the settlement  
15 check is ultimately returned without a forwarding address, neither Defendant, nor Plaintiff's  
16 Counsel, nor the Settlement Administrator shall be required to take further action to achieve  
17 delivery of the check to the PAGA Group Member. If, within that 180-day period, the  
18 PAGA Group Member contacts the Settlement Administrator, or if Plaintiff's Counsel does  
19 so on his or her behalf, the settlement check will be reissued and mailed to the address the  
20 PAGA Group Member (or Plaintiff's Counsel) provides. Any such reissued settlement  
21 checks will indicate on their face that they are void if not negotiated within one hundred and  
22 eighty (180) days of their issuance.

23       15. Any monies not able to be delivered to a PAGA Group Member and any  
24 settlement checks not cashed within one hundred and eighty (180) days of issuance will  
25 escheat to the California State Controller, Unclaimed Property Division, in the name of the  
26 corresponding PAGA Group Member(s).

27       16. Upon the filing of this signed Order Approving The PAGA Settlement,  
28 Plaintiff, all PAGA Group Members, and the LWDA shall be conclusively deemed to have

released and forever discharged the Released Parties from the Released Claims.

17. Upon the filing of this signed Order Approving The PAGA Settlement, Plaintiff shall be conclusively deemed to have generally released the Released Parties as set forth in the Settlement.

18. Neither this Order nor the Settlement shall constitute an admission by Defendant of any liability or wrongdoing whatsoever, nor is this Order a finding of the validity or invalidity of any claims in the Action.

19. Each Party will bear its own attorney's fees and costs, except as provided for in the Settlement and this Order.

20. The Settlement is hereby approved. Without affecting the finality of this Order, the Court reserves exclusive and continuing jurisdiction over the action for purposes of supervising the implementation, enforcement (CCP § 664.6), construction, administration and effectuation of the Settlement.

21. Plaintiff shall submit a copy of this signed Order Approving The PAGA Settlement to the LWDA within ten (10) calendar days after it is entered by the Court.

22. The Settlement Administrator shall post a copy of this signed Order Approving The PAGA Settlement on its website until the Final Status Conference.

23. The Court hereby sets a Final Status Conference on 11/13/2024 at 11:00 AM in Department 44. Plaintiff's Counsel must file a declaration from the Settlement Administrator no later than fourteen (14) calendar days prior to the Final Status Conference. The Settlement Administrator's declaration shall report the actual amounts paid to the PAGA Group Members, the other amounts distributed under the Settlement, and the number and aggregate dollar amount of any uncashed checks.

**IT IS SO ORDERED, AND JUDGMENT IS HEREBY ENTERED.**

Dated: 08/04/2025

Judge of the Superior Court of California

The electronic signature and seal on this document have the same validity and legal force and effect as an original signature and court seal. California Government Code §68150(a)