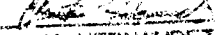


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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 29 2022

BY 
CHRISTIAN HERNANDEZ, DEPUTY

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN BERNARDINO**

12 LIANA GONZALEZ, individually, and on
behalf of all others similarly situated,

13 Plaintiff,

14 vs.

16 COMMUNITY HEALTH SYSTEMS, INC., a
17 California corporation; and DOES 1 through 10,
18 inclusive,

19 Defendants

Case No.: CIVDS2015678

[Assigned for All Purposes to The Honorable
David Cohn, Dept. S26]

CLASS ACTION

**[PROPOSED] JUDGMENT FOLLOWING
ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: June 29, 2022
Time: 10 a.m.
Courtroom: Dept. S26
Judge: Hon. David Cohn

Action Filed: July 28, 2020
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff LIANA GONZALEZ("Plaintiff") and Defendant COMMUNITY HEALTH
3 SYSTEMS, INC. ("Defendant") have reached terms of settlement for a putative class action.

4 On or about June 29, 2022, the Court issued an Order granting Plaintiff's motion for final
5 approval of a proposed class action settlement of the claims asserted against Defendant in this action
6 ("Final Approval Order").

7 The settlement is memorialized in the JOINT STIPULATION OF CLASS ACTION
8 SETTLEMENT (*see* Declaration of H. Scott Leviant In Support of Plaintiff's Motion for Final Approval
9 of Class Action Settlement ["Leviant Decl."], at Exh. 1). The JOINT STIPULATION OF CLASS
10 ACTION SETTLEMENT is referred to herein as the "Agreement" or "Settlement."

11 The Court's Final Approval Order is incorporated herein in its entirety. The Court now enters
12 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
13 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

14
15 **JUDGMENT**

16 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
17 entered whereby the Plaintiffs, all Settlement Class Members, and all PAGA Employees shall take
18 nothing from Defendant, except as expressly set forth in the Final Approval Order and the Settlement.

19 Class Members are:

20 All individuals employed by Defendant in California and classified as "non-
21 exempt" at any time during the Class Period (the "Class Period" is July 28, 2016
22 through January 28, 2022 [date of preliminary approval].) "Settlement Class Members"
are those Class Members who do not submit timely exclusion requests to the Settlement
Administrator.

23 (Settlement, ¶¶ 3-4.) ^{Ora} ~~No~~ Settlement Class Members ^{Maria Y. Ortiz} timely requested exclusion from the Class. All
24 Class Members are Settlement Class Members.

25 The Court also defines the following "PAGA Employees" impacted by the proposed settlement
26 of PAGA claims:

27 All Class Members that worked at any time during the PAGA Period (the
28 "PAGA Period" is July 28, 2019 through January 28, 2022 [date of preliminary
approval].) All PAGA Employees are "aggrieved employees" as defined pursuant to

1 PAGA. PAGA Employees cannot opt out of the settlement of the PAGA claim.
2 (Settlement, ¶¶ 10-11.)

3 Class action and PAGA Action claims are released, pursuant to the terms of the Settlement, as
4 follows:

5 Upon the final approval by the Court of this Settlement and Defendant's payment of all
6 sums due pursuant to this Settlement, and except as to such rights or claims as may be
7 created by this Settlement, the Class Representative, the Class and each Class Member
 who has not submitted a valid and timely request for exclusion as to claims other than
 the PAGA claim, will release claims as follows:

8 (a) Identity of Released Parties. The released parties are Defendant, and each of
9 its/their former and present direct and/or indirect owners, dba's, affiliates, parents,
10 subsidiaries, brother and sister corporations, divisions, related companies, successors
11 and predecessors, and current and former employees, attorneys, officers, directors,
 shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees,
 executors, partners, privies, agents, servants, insurers, representatives, administrators,
 employee benefit plans, and assigns of said entities (collectively "Releasees").

12 (b) Date Release Becomes Effective. The Released Claims will be released upon
13 the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's
14 obligation to provide to the Settlement Administrator a sum in the amount required to
15 satisfy all required payments and distributions pursuant to this Settlement and the Order
 and Judgment of final approval. Class Members will not release the Released Claims or
 Released PAGA Claims until both the Effective Date of the Settlement has occurred,
 and Defendant has paid all amounts owing under the Settlement.

16 (c) Claims Released by Settlement Class Members. Each and every Class Member,
17 on behalf of himself or herself and his or her heirs and assigns, unless he or she has
18 submitted a timely and valid Request for Exclusion (which will not effectuate an opt-
 out from the release of Released PAGA Claims), hereby releases Releasees from the
 following claims for the entire Class Period:

19 1) all known and unknown claims, losses, damages, liquidated damages, penalties,
20 interest, liabilities, causes of action, civil complaints, arbitration demands or suits which
21 arise from the facts asserted in the Action, including, without limited to the foregoing,
22 all claims under the California Labor Code as alleged in the Action, including violations
23 for meal periods, rest breaks, unpaid overtime and minimum wages, timely payment of
 wages, wage statements, waiting time penalties, penalties under the Private Attorneys
 General Act sections 2698, et seq., and violations of California Unfair Competition Law
 (Cal. Bus. & Prof. Code §§ 17200, et seq.) or other remuneration whether sought under
 statute, tort, contract or as an unfair business practice ("Released Claims");

24 2) as to any Class Member who cashes their Settlement Payment, the signing and
25 negotiation of that check shall serve as the Class Member's consent to join the action
26 for purposes of releasing claims arising under the Fair Labor Standards Act that are
 related to the claims stated in the Action, implicitly or explicitly; and,

27 3) in addition, as to all Class Members employed during the Released PAGA
28 Claims Period, whether requesting exclusion from the Settlement or not, the Released
 PAGA Claims ["Released PAGA Claims" means all claims asserted through California
 Labor Code §§ 2698, et seq., that were identified by the PAGA Representative in the

1 Notice to the LWDA and are alleged in the Complaint. Plaintiff's Notice to the LWDA
2 is attached to the Settlement as Exhibit "B."].

3 Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final
4 Approval Order, according to the deadlines specified in the Settlement.

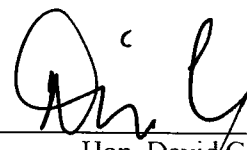
5 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California
6 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff,
7 Settlement Class Members, and Defendant, for the purposes of:

8 (a) supervising the implementation, enforcement, construction, and interpretation of the
9 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
10 and the Judgment; and

11 (b) supervising distribution of amounts paid under this Settlement.

12
13 **IT IS SO ORDERED.**

14
15 Dated: 6/29/27

16 
17 Hon. David Cohn
18 SAN BERNARDINO SUPERIOR COURT JUDGE
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Richard R. Clouse
Erin A. Halas
CLOUSESPANIAC ATTORNEYS
8038 Haven Ave, Suite E
Rancho Cucamonga, CA 91730
eahalas@csattys.com
service@csattys.com

Attorney for Defendant Community Health Systems, Inc.

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY ELECTRONIC SERVICE:** Pursuant to the Court's Order directing Electronic Service, the above-named document(s) has (have) been electronically served on counsel of record by an approved electronic service provider. The transmission of these documents was reported complete and a copy of the service confirmation will be maintained, along with the original document(s) and proof of service in our office.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **June 6, 2022** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature

RECEIVED

2022 JUL -6 PM 3:13

SUPERIOR COURT
COUNTY OF SAN DIEGO
SAN DIEGO DISTRICT