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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
JUN 29 2022

7 Attorneys for Plaintiff LIANA GONZALEZ

BY 
CHRISTIAN HERNANDEZ DEPUTY

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN BERNARDINO**
11

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

13 Plaintiff,

14
15 vs.

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

18 Defendants
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Case No.: CIVDS2015678

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

CLASS ACTION

**[PROPOSED] 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 Plaintiff has filed a motion for final approval of a class action settlement of the claims asserted
5 against Defendant in this action, memorialized in the JOINT STIPULATION OF CLASS ACTION
6 SETTLEMENT (*see* Declaration of H. Scott Leviant In Support of Plaintiff's Motion for Final Approval
7 of Class Action Settlement ["Leviant Decl."], at Exh. 1). The JOINT STIPULATION OF CLASS
8 ACTION SETTLEMENT is referred to herein as the "Agreement" or "Settlement."

9 After reviewing the Agreement, the Notice process, and other related documents, and having
10 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

11 1. The Court finds that the terms of the proposed class action Settlement are fair,
12 reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting
13 preliminary approval of the class action settlement the Court has considered the factors identified in
14 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer,*
15 *Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

16 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
17 non-collusive arms-length negotiations. The Court further finds that the parties have conducted
18 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate
19 their respective positions. The Court also finds that settlement at this time will avoid additional
20 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
21 of the action. The Court finds that the risks of further prosecution are substantial.

22 3. The parties' Settlement is granted final approval. The Court has considered all relevant
23 factors for determining the fairness of the Settlement and has concluded that all such factors weigh in
24 favor of granting final approval. In particular, the Court finds that the Settlement was reached following
25 meaningful discovery and investigation conducted by Class Counsel; that the Settlement is the result of
26 serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of
27 the settlement are in all respects fair, adequate, and reasonable. The Class meets the requirements for
28 conditional certification for settlement purposes only under Code of Civil Procedure § 382.

1 4. The Class Notice provided to the Class complied with the requirements of Code of Civil
2 Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and United States
3 Constitutions, and any other applicable law, and constituted the best notice practicable under the
4 circumstances, by providing individual notice to all Class Members who could be identified through
5 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set
6 forth therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements
7 of due process.

8 5. The following persons are certified as Class Members solely for the purpose of entering
9 a settlement in this matter:

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

15 (Settlement, ¶¶ 3-4.)

16 6. The Court also defines the following “PAGA Employees” impacted by the proposed
17 settlement of PAGA claims:

18 All Class Members that worked at any time during the PAGA Period (the
19 “PAGA Period” is July 28, 2019 through January 28, 2022 [date of preliminary
20 approval].) All PAGA Employees are “aggrieved employees” as defined pursuant to
21 PAGA. PAGA Employees cannot opt out of the settlement of the PAGA claim.

22 (Settlement, ¶¶ 10-11.)

23 7. Plaintiff LIANA GONZALEZ is appointed the Class Representative. The Court finds
24 Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action litigation and
25 have no conflicts of interest with absent Settlement Class Members, and that they adequately
26 represented the interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and
27 Mariam Ghazaryan of Moon & Yang, APC, are appointed Class Counsel.

28 8. The Court appoints CPT Group, Inc. to act as the Settlement Administrator, pursuant to
the terms set forth in the Agreement.

 9. ^{One} ~~No~~ Class Members ^{Maria Y. Ortiz} timely requested exclusion from the Class. All Class Members are
Settlement Class Members, bound by the Final Approval Order and Judgment in the Action.

1 10. Upon entry of this Final Approval Order and the subsequent Judgment, funding of the
2 Settlement and compensation to the Settlement Class Members and PAGA Employees shall be
3 implemented pursuant to the terms of the Settlement.

4 11. In addition to any recovery that Plaintiff may receive under the Settlement as a
5 Settlement Class Member, and in recognition of the Plaintiff's general release of individual claims and
6 his efforts on behalf of the Settlement Class, the Court hereby approves the payment of an enhancement
7 awards to Plaintiff LIANA GONZALEZ in the amount of **\$7,500** / _____.

8 12. The Court approves the payment of attorneys' fees to Class Counsel in the amount of
9 **\$166,666.67** / _____ to Moon & Yang, APC. Litigation expenses are approved by
10 the Court in the capped amount of **\$15,000.00** / _____ to Moon & Yang, APC.

11 13. The Court approves and orders payment in the amount of **\$11,500.00** to CPT Group,
12 Inc. for its services as the Settlement Administrator, as set forth in the Notice to the Class.

13 14. Upon completion of administration of the Settlement, the Parties shall file a declaration
14 stating that all amounts payable under the Settlement have been paid and that the terms of the
15 Settlement have been completed.

16 15. The Court sets a non-appearance case review regarding compliance with all fund
17 distribution requirements under the Settlement for 6/29, 2023, at 9:00
18 in Dept. S-26 of the above-entitled Court. A Final Report, including any declaration from the
19 Settlement Administrator regarding compliance, shall be filed with the Court no later than
20 5 days before, 2023.

21 16. The Court approves and orders payment in the amount of **\$45,000.00** to the Labor and
22 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
23 General Act of 2004 (Labor Code § 2698 *et seq.*).

24 17. Once Defendant fully funds the Settlement by paying all amounts due under the
25 Settlement, Plaintiff and the Settlement Class Members, shall have, by operation of this Final Approval
26 Order and the separate Judgment, fully, finally and forever released, relinquished, and discharged
27 Defendant from the Released Claims, described in the Settlement and as follows:

28 Upon the final approval by the Court of this Settlement and Defendant's payment of all

1 sums due pursuant to this Settlement, and except as to such rights or claims as may be
2 created by this Settlement, the Class Representative, the Class and each Class Member
3 who has not submitted a valid and timely request for exclusion as to claims other than
4 the PAGA claim, will release claims as follows:

5 (a) Identity of Released Parties. The released parties are Defendant, and each of
6 its/their former and present direct and/or indirect owners, dba's, affiliates, parents,
7 subsidiaries, brother and sister corporations, divisions, related companies, successors
8 and predecessors, and current and former employees, attorneys, officers, directors,
9 shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees,
10 executors, partners, privies, agents, servants, insurers, representatives, administrators,
11 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
16 and Judgment of final approval. Class Members will not release the Released Claims or
17 Released PAGA Claims until both the Effective Date of the Settlement has occurred,
18 and Defendant has paid all amounts owing under the Settlement.

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

24 1) all known and unknown claims, losses, damages, liquidated damages, penalties,
25 interest, liabilities, causes of action, civil complaints, arbitration demands or suits which
26 arise from the facts asserted in the Action, including, without limited to the foregoing,
27 all claims under the California Labor Code as alleged in the Action, including violations
28 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");

2) as to any Class Member who cashes their Settlement Payment, the signing and
negotiation of that check shall serve as the Class Member's consent to join the action
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,

3) in addition, as to all Class Members employed during the Released PAGA
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
Notice to the LWDA and are alleged in the Complaint. Plaintiff's Notice to the LWDA
is attached to the Settlement as Exhibit "B."].

18. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give notice
of this final Order and Judgment to all Settlement Class Members by posting the Order and Judgment for
90 days on the Settlement Administrator's website and to the LWDA, pursuant to Labor Code §

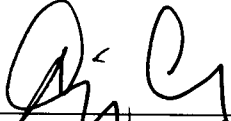
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2699(1)(3).

19. The Court retains jurisdiction to consider all further applications arising out of or in connection with the settlement.

IT IS SO ORDERED.

Dated: 6/29/27



Hon. David Cohn
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] 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