

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Manuel vs. Tenet Healthcare Corporation

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

CASE NUMBER:
30-2018-00975924-CU-OE-CXC

I certify that I am not a party to this cause. I certify that that the following document(s), Order - Other dated 12/22/23, was transmitted electronically by an Orange County Superior Court email server on December 22, 2023, at 3:10:07 PM PST. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

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Clerk of the Court, by:



, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

1 MATTHEW J. MATERN (SBN 159798)
2 MATTHEW W. GORDON (SBN 267971)
3 VANESSA M. RODRIGUEZ (SBN 316382)
4 MATERN LAW GROUP, PC
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9 Attorneys for Plaintiffs
10 EMELINDA MANUEL, NICHOLAS HATCHER,
11 NICKY FLOYDSHAW, MARITZA BARAJAS,
12 SHABNAM HORNE, MICHAEL HOLLIS, MADELINE
13 CAHILL, ALEXANDRA HANSEN, and CHAD KUISEL,
14 individually, and on behalf all other aggrieved employees

15 [Additional counsel listed on following page]

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF ORANGE — CIVIL COMPLEX CENTER

18 EMELINDA MANUEL, an individual, on
19 behalf of herself and all other aggrieved
20 employees, NICHOLAS HATCHER, an
21 individual, on behalf of himself and all other
22 aggrieved employees, NICKY
23 FLOYDSHAW, an individual, on behalf of
24 herself and all other aggrieved employees;
25 MARITZA BARAJAS, an individual, on
26 behalf of herself and all other aggrieved
27 employees; SHABNAM HORNE, an
28 individual, on behalf of herself and all other
aggrieved employees; and MICHAEL
HOLLIS, an individual, on behalf of himself
and all other aggrieved employees;
MADELINE CAHILL, an individual, on
behalf of herself and all other aggrieved
employees; ALEXANDRA HANSEN, an
individual, on behalf of herself and all other
aggrieved employees; CHAD KUISEL, an
individual, on behalf of himself and all other
aggrieved employees,

Plaintiffs,

vs.

TENET HEALTHCARE CORPORATION;
a Nevada corporation; FOUNTAIN
VALLEY REGIONAL HOSPITAL AND
MEDICAL CENTER, a California
corporation; LAKEWOOD REGIONAL

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

DEC 22 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: _____ DEPUTY

Case No.: 30-2018-00975924-CU-OE-CXC

Related Cases:

30-2015-00821329-CU-OE-CXC (*Wang v. Fountain Valley Regional Hospital and Medical Center*);

30-2015-00823733-CU-OE-CXC (*Olivares v. Fountain Valley Regional Hospital and Medical Center*);

30-2020-01137107-CU-OE-CXC (*Gabriel v. Los Alamitos Medical Center, Inc.*)

[Assigned for all purposes to the Honorable Randall J. Sherman, Dept. CX105]

JOINT SUBMISSION OF [REVISED PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT

Date: December 22, 2023
Time: 10:00 a.m.
Dept: CX105

Action Filed: February 22, 2018
FAC Filed: October 21, 2019
SAC Filed: October 13, 2020
TAC Filed: November 25, 2020
4AC Filed: January 10, 2022
Trial Date: None Set

JOINT SUBMISSION OF [REVISED PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT

1 MEDICAL CENTER, INC., a California
2 corporation; LOS ALAMITOS MEDICAL
3 CENTER, INC., a California corporation;
4 PLACENTIA-LINDA HOSPITAL, INC., a
5 California corporation; DESERT
6 REGIONAL MEDICAL CENTER, INC., a
7 California corporation; SIERRA VISTA
8 HOSPITAL, INC., a California corporation;
9 TWIN CITIES COMMUNITY HOSPITAL,
10 INC., a California corporation; DOCTORS
11 MEDICAL CENTER OF MODESTO, INC.,
12 a California corporation; SAN RAMON
13 REGIONAL MEDICAL CENTER, LLC, a
14 Delaware limited liability company; and
15 DOES 1 through 50, inclusive,

16 Defendants.

17 ELIZABETH STAGGS WILSON (SBN 183160)
18 JYOTI MITTAL (SBN 288084)
19 LITTLER MENDELSON, P.C.
20 633 West 5th Street, 63rd Floor
21 Los Angeles, California 90071
22 Telephone: (213) 443-4300
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24 Attorneys for Defendants
25 TENET HEALTHCARE CORPORATION;
26 FOUNTAIN VALLEY REGIONAL HOSPITAL
27 AND MEDICAL CENTER; LAKEWOOD
28 REGIONAL MEDICAL CENTER, INC.;
LOS ALAMITOS MEDICAL CENTER, INC.;
PLACENTIA-LINDA HOSPITAL, INC.;
DESERT REGIONAL MEDICAL CENTER,
INC.; SIERRA VISTA HOSPITAL, INC.; TWIN
CITIES COMMUNITY HOSPITAL, INC.;
DOCTORS MEDICAL CENTER OF MODESTO,
INC.; SAN RAMON REGIONAL MEDICAL CENTER, LLC

1 Plaintiffs EMELINDA MANUEL, NICHOLAS HATCHER, NICKY FLOYDSHAW,
2 MARITZA BARAJAS, SHABNAM HORNE, MICHAEL HOLLIS, MADELINE CAHILL,
3 ALEXANDRA HANSEN, and CHAD KUISEL (collectively, "Plaintiffs") and TENET
4 HEALTHCARE CORPORATION, FOUNTAIN VALLEY REGIONAL HOSPITAL AND
5 MEDICAL CENTER, LAKEWOOD REGIONAL MEDICAL CENTER, LOS ALAMITOS
6 MEDICAL CENTER, INC., PLACENTIA-LINDA HOSPITAL, INC., DESERT REGIONAL
7 MEDICAL CENTER, INC., SIERRA VISTA HOSPITAL, INC., TWIN CITIES
8 COMMUNITY HOSPITAL, INC., DOCTORS MEDICAL CENTER OF MODESTO, INC.,
9 and SAN RAMON REGIONAL MEDICAL CENTER, LLC (collectively,
10 "Defendants") submit the below [*Revised Proposed*] Order and Judgment Granting Plaintiffs'
11 Motion for Approval of PAGA Settlement in response to the Court's tentative ruling dated
12 December 20, 2023.

- 13 1. Attached as **Exhibit A** is a marked copy of the [*Revised Proposed*] Order and
14 Judgment Granting Approval of Plaintiffs' Motion for Approval of PAGA
15 Settlement.
- 16 2. Attached as **Exhibit B** is a clean copy of the [*Revised Proposed*] Order and
17 Judgment Granting Approval of Plaintiffs' Motion for Approval of PAGA
18 Settlement.

19 DATED: December 21, 2023

MATERN LAW GROUP, PC

21 By: /s/ Matthew W. Gordon
22 MATTHEW J. MATERN
23 MATTHEW W. GORDON
24 VANESSA M. RODRIGUEZ
25 Attorneys for Plaintiffs
26 EMELINDA MANUEL, NICHOLAS
27 HATCHER, NICKY FLOYDSHAW, MARITZA
28 BARAJAS, SHABNAM HORNE, MICHAEL
HOLLIS, MADELINE CAHILL, ALEXANDRA
HANSEN, and CHAD KUISEL, individually and
on behalf of all others similarly situated

-3-

JOINT SUBMISSION OF [*REVISED PROPOSED*] ORDER AND JUDGMENT GRANTING
PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT

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DATED: December 21, 2023

LITTLER MENDELSON, P.C.

By: /s/ Jyoti Mittal
ELIZABETH STAGGS WILSON
JYOTI MITTAL
Attorneys for Defendants

Exhibit A

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2 MATTHEW W. GORDON (SBN 267971)
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4 MATERN LAW GROUP, PC
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12 SHABNAM HORNE, MICHAEL HOLLIS, MADELINE
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14 individually, and on behalf all other aggrieved employees

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF ORANGE — CIVIL COMPLEX CENTER
11

12 EMELINDA MANUEL, an individual, on
13 behalf of herself and all other aggrieved
14 employees, NICHOLAS HATCHER, an
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19 MARITZA BARAJAS, an individual, on
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23 aggrieved employees; and MICHAEL
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25 and all other aggrieved employees;
26 MADELINE CAHILL, an individual, on
27 behalf of herself and all other aggrieved
28 employees; ALEXANDRA HANSEN, an
individual, on behalf of herself and all other
aggrieved employees; CHAD KUISEL, an
individual, on behalf of himself and all other
aggrieved employees,

Plaintiffs,

vs.

TENET HEALTHCARE CORPORATION;
a Nevada corporation; FOUNTAIN
VALLEY REGIONAL HOSPITAL AND
MEDICAL CENTER, a California
corporation; LAKEWOOD REGIONAL
MEDICAL CENTER, INC., a California
corporation; LOS ALAMITOS MEDICAL

Case No.: 30-2018-00975924-CU-OE-CXC

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30-2020-01137107-CU-OE-CXC (*Gabriel v. Los Alamitos Medical Center, Inc.*)

[Assigned for all purposes to the Honorable Randall J. Sherman, Dept. CX105]

[REVISED PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT

Date: December 22, 2023

Time: 10:00 a.m.

Dept.: CX105

Action Filed: February 22, 2018

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CENTER, INC., a California corporation;
PLACENTIA-LINDA HOSPITAL, INC., a
California corporation; DESERT
REGIONAL MEDICAL CENTER, INC., a
California corporation; SIERRA VISTA
HOSPITAL, INC., a California corporation;
TWIN CITIES COMMUNITY HOSPITAL,
INC., a California corporation; DOCTORS
MEDICAL CENTER OF MODESTO, INC.,
a California corporation; SAN RAMON
REGIONAL MEDICAL CENTER, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

1 **ORDER AND JUDGMENT**

2 The Motion for Approval of PAGA Settlement (“Motion”) filed by Plaintiffs Emelinda
3 Manuel, Nicholas Hatcher, Nicky Floydshaw, Maritza Barajas, Shabnam Horne, Michael Hollis,
4 Madeline Cahill, Alexandra Hansen, and Chad Kuisel (“Plaintiffs”) came on regularly for
5 hearing on December 22, 2023 at 10:00 a.m., the Honorable Randall J. Sherman presiding.
6 Having reviewed Plaintiffs’ Motion; the Declarations of Matthew J. Matern, Michael D. Singer,
7 Walter Haines, Emelinda Manuel, Nicholas Hatcher, Nicky Floydshaw, Maritza Barajas,
8 Shabnam Horne, Michael Hollis, Madeline Cahill, Alexandra Hansen, Chad Kuisel, Christine
9 Herrera, and Geri Rothstein, the Supplemental Declaration of Matthew J. Matern, Michael D.
10 Singer, and Walter Haines, and exhibits thereto, including the Amended Stipulation of
11 Settlement and Release (“Settlement” or “Settlement Agreement”) attached as Exhibit N to the
12 Declaration of Matthew J. Matern in Support of Plaintiffs’ Motion for Approval of PAGA
13 Settlement, the Joint Stipulation Re: Escalator Clause in Stipulation of Settlement and Release,
14 and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, and DECREED
15 as follows:

16 1. The Court, for purposes of this Order and Judgment, adopts all defined terms as
17 set forth in the Settlement, [and to the extent necessary to interpret and enforce the Order and](#)
18 [Judgment, the Settlement is deemed incorporated as if expressly set forth. Final Judgment is](#)
19 [now entered in conformity with the Settlement.](#)

20 2. Plaintiffs’ Motion is hereby GRANTED.

21 3. Judgment is hereby entered in favor of Plaintiffs and against Defendants
22 Lakewood Regional Medical Center, Inc., Los Alamitos Medical Center, Inc., Placentia-Linda
23 Hospital, Inc., Desert Regional Medical Center, Inc., Sierra Vista Hospital, Inc., Twin Cities
24 Community Hospital, Inc., and Doctors Medical Center of Modesto, Inc. (collectively,
25 “Defendants”) in the amount of \$4,350,000.00 pursuant to the terms of the Settlement. This
26 Judgment is intended to be a final disposition of this action and is intended to be immediately
27 appealable.

28 4. Pursuant to the terms of the Settlement, Defendants Tenet Healthcare

1 Corporation, Fountain Valley Regional Hospital and Medical Center, and San Ramon Regional
2 Medical Center, LLC are hereby dismissed without prejudice.

3 5. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
4 Labor Code section 2698 *et seq.*, the Court approves the Settlement and finds that it is fair,
5 reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations,
6 to deter future violations, and to maximize enforcement of state labor laws. The Court finds that
7 notice of the Settlement has been provided to the California Labor Workforce Development
8 Agency (“LWDA”), as required by Labor Code § 2699(1)(2). The Court approves the revised
9 Notice of Settlement Award attached as “Exhibit A” to the Supplemental Declaration of
10 Matthew J. Matern in Support of Plaintiffs’ Motion for Approval of PAGA Settlement.

11 6. The Court acknowledges that, in § 15 of the Settlement, Plaintiffs agree the
12 Released Parties or Defendants can assert the Settlement and the Final Order of Approval and
13 Judgment as a defense to any future claims for penalties brought by the LWDA or any claims
14 brought under PAGA on behalf of the LWDA for any Released Claims alleged to have occurred
15 during the PAGA Period. The Parties intend this PAGA settlement and the resulting judgment to
16 have claim preclusive effect, issue preclusive effect, estoppel effect and to otherwise bar a
17 representative action to the fullest extent permissible under applicable law if the LWDA or any
18 allegedly aggrieved employee were to bring a subsequent claim on behalf of the LWDA for any
19 act or omission based on the same factual predicates as the Manuel Case and Herrera Case and
20 alleged to have occurred during the PAGA Period.

21 7. Within thirty-five (35) calendar days after the date of this Order, Defendants
22 shall provide the Settlement Administrator with a database containing the following
23 information: (1) the full name, and last known address and full social security number of all
24 PAGA Members; and (2) the information necessary to determine the settlement allocation to
25 each PAGA Member, including without limitation, the total number of pay periods worked by
26 each PAGA Member within the PAGA Period.

27 8. Within 15 calendar days after the Effective Date, Defendants shall pay the Gross
28 Settlement Amount of \$4,350,000.00 to the Settlement Administrator.

1 9. No later than 10 calendar days after receipt of the Gross Settlement Amount, the
2 Settlement Administrator shall mail the Settlement Packet (comprised of the revised Notice of
3 Settlement Award, in English and Spanish, and individual settlement amount to the respective
4 PAGA Member) to each PAGA Member at his or her last known address or at the updated
5 address found through a National Change of Address search.

6 10. Upon the funding of the Gross Settlement Amount, the PAGA Members will be
7 deemed to have released any and all claims for civil penalties that could have been assessed
8 upon or collected from the Released Parties under PAGA based on the factual allegations and/or
9 claims pled in the operative complaint and/or alleged in any of the letters (or attachment(s)) sent
10 to the LWDA by or on behalf of Plaintiffs (i.e., Plaintiffs' PAGA Notices), for work performed
11 during the PAGA Period, including the following:

- 12 a. Any and all claims, arising during the PAGA Period, against the Released Parties
13 for civil penalties pursuant to Labor Code § 2699 pled in the Manuel Case and
14 Herrera Case, or that could have been pled based on the factual allegations of the
15 Manuel Case or Herrera Case, including claims for civil penalties predicated on
16 failure to pay wages, such as overtime, minimum and regular wages, reporting
17 time pay, and on-call pay; failure to provide required meal periods; failure to
18 provide all meal period premiums as required by law; failure to provide required
19 rest periods; failure to provide all rest period premiums as required by law;
20 failure to timely pay wages; failure to pay all wages due to discharged and
21 quitting employees; failure to maintain required records; failure to furnish
22 accurate itemized wage statements or maintain required records; failure to
23 reimburse business expenses; as well as any claims that could have been pled or
24 supported by the factual allegations of the Manuel Case and Herrera Case or any
25 of the Plaintiffs' letters (or attachment(s)) to the LWDA (e.g., Plaintiffs' PAGA
26 Notices);
- 27 b. Any and all claims against the Released Parties for civil penalties pursuant to
28 Labor Code § 2699 pled, or based on the factual allegations of the Manuel Case
and Herrera Case, for which PAGA penalties could be recovered for alleged
Labor Code violations during the PAGA Period and/or based on the factual
allegations alleged in any of the letters (or attachment(s)) sent to the LWDA by
or on behalf of Plaintiffs (e.g., Plaintiffs' PAGA Notices), whether known or
unknown, to which PAGA Members, including Plaintiffs, may have been entitled
or may be entitled during the PAGA Period from December 19, 2016, through
August 9, 2022, including claims for PAGA penalties based on or arising from
alleged violations of California Labor Code sections 201, 202, 203, 204, 210,
218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,
1194, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, and Industrial Welfare
Commission Wage Order No. 5-2001 §§ 3, 4, 7, 11, 12, and 20. The claims set
forth in subparagraphs herein and immediately above shall be collectively
referred to as the "Released Claims."

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“PAGA Period” means the period from December 19, 2016 through August 9, 2022.

“PAGA Members” means all allegedly aggrieved persons who worked for Defendants Desert Regional Medical Center, Inc., Doctors Medical Center of Modesto, Inc., Lakewood Regional Medical Center, Los Alamitos Medical Center, Inc., Placentia-Linda Hospital, Inc., Sierra Vista Hospital, Inc., or Twin Cities Community Hospital, Inc. as non-exempt, hourly-paid employees in California, at any time from December 19, 2016, through August 9, 2022.

“Released Parties” means Defendants Desert Regional Medical Center, Inc., Doctors Medical Center of Modesto, Inc., Lakewood Regional Medical Center, Los Alamitos Medical Center, Inc., Placentia-Linda Hospital, Inc., Sierra Vista Hospital, Inc., and Twin Cities Community Hospital, Inc. and any of Defendants’ past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

In addition, as to the Plaintiffs only, the Released Claims further include, without limitation, any and all claims whatsoever against the Released Parties regarding Plaintiffs’ employment and/or the termination of employment including, but not limited to, any claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any Defendants’ right to terminate the employment relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law, through the end of the PAGA Period. Plaintiffs shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights,

1 and benefits of Section 1542 of the California Civil Code, or any other similar provision under
2 federal or state law that purports to limit the scope of a general release through the end of the
3 PAGA Period, August 9, 2022. Plaintiffs are waiving their rights, as PAGA representatives, to
4 further amend the Plaintiffs' PAGA Notices to add any claims on behalf of Defendants'
5 employees as against any entity named in Plaintiffs' PAGA Notices.

6 11. The Court finds the Gross Settlement Amount, the payments to the LWDA and
7 PAGA Members, and the methodology used to calculate and pay each PAGA Member's
8 Individual Settlement Payment are fair, reasonable, and adequate, and authorizes the Settlement
9 Administrator to pay the Individual Settlement Payments to PAGA Members in accordance with
10 the terms of the Settlement. The Court also authorizes the Settlement Administrator to transmit
11 payment of 75% of the Net Settlement Amount to the LWDA.

12 12. The Court awards PAGA Counsel \$_____ in attorneys' fees to
13 be paid from the Gross Settlement Amount as follows: 87.5% to Matern Law Group, PC; 8.33%
14 to Cohelan Khoury & Singer; and 4.17% to United Employees Law Group, P.C.

15 13. The Settlement limits PAGA Counsel's costs to \$130,000.00. The Court awards
16 PAGA Counsel \$114,351.84 in costs and expenses to be paid from the Gross Settlement
17 Amount, with the remaining \$15,648.16 to become part of the Net Settlement Amount, as
18 follows: \$111,295.32 to Matern Law Group, PC; \$3,038.90 to Cohelan Khoury & Singer;
19 \$17.62 to United Employees Law Group, P.C.

20 14. The Court hereby approves an enhancement in the amount of
21 \$_____ each to Plaintiffs Emelinda Manuel, Nicholas Hatcher, Nicky Floydshaw,
22 Maritza Barajas, Shabnam Horne, Michael Hollis, Madeline Cahill, Alexandra Hansen, Chad
23 Kuisel, Christine Herrera, and Geri Rothstein for their service as PAGA representatives, the
24 risks they undertook on behalf of the State of California and the other aggrieved employees, and
25 the general release of their individual claims, including their individual wage and hour claims,
26 for a total of \$_____ to be paid from the Gross Settlement Amount.

27 15. The Settlement limits the settlement administration costs to \$55,000.00. The
28 Court approves settlement administration costs in the amount of \$54,000.00 to CPT Group, Inc.,

Deleted: The Court finds that PAGA Counsel's request for attorneys' fees in the amount of \$1,450,000.00, which is one-third of the Gross Settlement Amount, is reasonable as a percentage of the common fund with a lodestar cross-check and application of a 3.29 multiplier. The Court finds that the number of hours PAGA Counsel spent prosecuting the Actions is reasonable and PAGA Counsel's hourly rates are reasonable and in line with rates prevailing in the community. ...

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1 to be paid from the Gross Settlement Amount, with the remaining \$1,000.00 to become part of
2 the Net Settlement Amount.

3 16. This Court shall retain jurisdiction with respect to all matters related to the
4 administration and consummation of the Settlement, and any and all claims, asserted in, arising
5 out of, or related to the subject matter of the Action, including but not limited to all matters
6 related to the Settlement and the determination of all controversies relating thereto.

7 17. A Final Report Hearing is set for December 6, 2024 at 10:00 a.m. to confirm that
8 distribution efforts are fully completed, including the distribution of uncashed aggrieved
9 employee checks after 180 days, that the Administrator's work is complete, and that the Court's
10 file thus may be closed. The parties must report to the Court the total amount that was actually
11 paid to the aggrieved employees. The parties are ordered to provide a final report and
12 accounting from the Settlement Administrator at least 16 days before the Final Report Hearing
13 date.

14 18. The Settlement Administrator shall post notice of this Order and Judgment on its
15 website within ten (10) calendar days of the Court's entry of this Order and Judgment.

16 19. Plaintiffs shall submit a copy of this Order and Judgment to the LWDA within
17 ten (10) calendar days of the Court's entry of this Order and Judgment, and Plaintiffs shall file a
18 proof of service with the Court.

19 IT IS SO ORDERED, ADJUDGED, AND DECREED.

20
21 DATED: _____

22 HON. RANDALL J. SHERMAN
23 Judge of the Superior Court

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accounting hearing ...

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Exhibit B

1 MATTHEW J. MATERN (SBN 159798)
MATTHEW W. GORDON (SBN 267971)
2 VANESSA M. RODRIGUEZ (SBN 316382)
MATERN LAW GROUP, PC
3 1230 Rosecrans Avenue, Suite 200
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FOR THE COUNTY OF ORANGE — CIVIL COMPLEX CENTER
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a Nevada corporation; FOUNTAIN
26 VALLEY REGIONAL HOSPITAL AND
MEDICAL CENTER, a California
27 corporation; LAKEWOOD REGIONAL
MEDICAL CENTER, INC., a California
28 corporation; LOS ALAMITOS MEDICAL

Case No.: 30-2018-00975924-CU-OE-CXC

Related Cases:

30-2015-00821329-CU-OE-CXC (*Wang v. Fountain Valley Regional Hospital and Medical Center*);
30-2015-00823733-CU-OE-CXC (*Olivares v. Fountain Valley Regional Hospital and Medical Center*)
30-2020-01137107-CU-OE-CXC (*Gabriel v. Los Alamitos Medical Center, Inc.*)

[Assigned for all purposes to the Honorable Randall J. Sherman, Dept. CX105]

[REVISED PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT

Date: December 22, 2023
Time: 10:00 a.m.
Dept.: CX105

Action Filed: February 22, 2018
FAC Filed: October 21, 2019
SAC Filed: October 13, 2020
TAC Filed: November 25, 2020
4AC Filed: January 10, 2022
Trial Date: None Set

1 CENTER, INC., a California corporation;
2 PLACENTIA-LINDA HOSPITAL, INC., a
3 California corporation; DESERT
4 REGIONAL MEDICAL CENTER, INC., a
5 California corporation; SIERRA VISTA
6 HOSPITAL, INC., a California corporation;
7 TWIN CITIES COMMUNITY HOSPITAL,
8 INC., a California corporation; DOCTORS
9 MEDICAL CENTER OF MODESTO, INC.,
10 a California corporation; SAN RAMON
11 REGIONAL MEDICAL CENTER, LLC, a
12 Delaware limited liability company; and
13 DOES 1 through 50, inclusive,

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Defendants.

1 **ORDER AND JUDGMENT**

2 The Motion for Approval of PAGA Settlement (“Motion”) filed by Plaintiffs Emelinda
3 Manuel, Nicholas Hatcher, Nicky Floydshaw, Maritza Barajas, Shabnam Horne, Michael Hollis,
4 Madeline Cahill, Alexandra Hansen, and Chad Kuisel (“Plaintiffs”) came on regularly for
5 hearing on December 22, 2023 at 10:00 a.m., the Honorable Randall J. Sherman presiding.
6 Having reviewed Plaintiffs’ Motion; the Declarations of Matthew J. Matern, Michael D. Singer,
7 Walter Haines, Emelinda Manuel, Nicholas Hatcher, Nicky Floydshaw, Maritza Barajas,
8 Shabnam Horne, Michael Hollis, Madeline Cahill, Alexandra Hansen, Chad Kuisel, Christine
9 Herrera, and Geri Rothstein, the Supplemental Declaration of Matthew J. Matern, Michael D.
10 Singer, and Walter Haines, and exhibits thereto, including the Amended Stipulation of
11 Settlement and Release (“Settlement” or “Settlement Agreement”) attached as Exhibit N to the
12 Declaration of Matthew J. Matern in Support of Plaintiffs’ Motion for Approval of PAGA
13 Settlement, the Joint Stipulation Re: Escalator Clause in Stipulation of Settlement and Release,
14 and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, and DECREED
15 as follows:

16 1. The Court, for purposes of this Order and Judgment, adopts all defined terms as
17 set forth in the Settlement, and to the extent necessary to interpret and enforce the Order and
18 Judgment, the Settlement is deemed incorporated as if expressly set forth. Final Judgment is
19 now entered in conformity with the Settlement.

20 2. Plaintiffs’ Motion is hereby GRANTED.

21 3. Judgment is hereby entered in favor of Plaintiffs and against Defendants
22 Lakewood Regional Medical Center, Inc., Los Alamitos Medical Center, Inc., Placentia-Linda
23 Hospital, Inc., Desert Regional Medical Center, Inc., Sierra Vista Hospital, Inc., Twin Cities
24 Community Hospital, Inc., and Doctors Medical Center of Modesto, Inc. (collectively,
25 “Defendants”) in the amount of \$4,350,000.00 pursuant to the terms of the Settlement. This
26 Judgment is intended to be a final disposition of this action and is intended to be immediately
27 appealable.

28 4. Pursuant to the terms of the Settlement, Defendants Tenet Healthcare

1 Corporation, Fountain Valley Regional Hospital and Medical Center, and San Ramon Regional
2 Medical Center, LLC are hereby dismissed without prejudice.

3 5. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
4 Labor Code section 2698 *et seq.*, the Court approves the Settlement and finds that it is fair,
5 reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations,
6 to deter future violations, and to maximize enforcement of state labor laws. The Court finds that
7 notice of the Settlement has been provided to the California Labor Workforce Development
8 Agency (“LWDA”), as required by Labor Code § 2699(1)(2). The Court approves the revised
9 Notice of Settlement Award attached as “Exhibit A” to the Supplemental Declaration of
10 Matthew J. Matern in Support of Plaintiffs’ Motion for Approval of PAGA Settlement.

11 6. The Court acknowledges that, in § 15 of the Settlement, Plaintiffs agree the
12 Released Parties or Defendants can assert the Settlement and the Final Order of Approval and
13 Judgment as a defense to any future claims for penalties brought by the LWDA or any claims
14 brought under PAGA on behalf of the LWDA for any Released Claims alleged to have occurred
15 during the PAGA Period. The Parties intend this PAGA settlement and the resulting judgment to
16 have claim preclusive effect, issue preclusive effect, estoppel effect and to otherwise bar a
17 representative action to the fullest extent permissible under applicable law if the LWDA or any
18 allegedly aggrieved employee were to bring a subsequent claim on behalf of the LWDA for any
19 act or omission based on the same factual predicates as the *Manuel* Case and *Herrera* Case and
20 alleged to have occurred during the PAGA Period.

21 7. Within thirty-five (35) calendar days after the date of this Order, Defendants
22 shall provide the Settlement Administrator with a database containing the following
23 information: (1) the full name, and last known address and full social security number of all
24 PAGA Members; and (2) the information necessary to determine the settlement allocation to
25 each PAGA Member, including without limitation, the total number of pay periods worked by
26 each PAGA Member within the PAGA Period.

27 8. Within 15 calendar days after the Effective Date, Defendants shall pay the Gross
28 Settlement Amount of \$4,350,000.00 to the Settlement Administrator.

1 9. No later than 10 calendar days after receipt of the Gross Settlement Amount, the
2 Settlement Administrator shall mail the Settlement Packet (comprised of the revised Notice of
3 Settlement Award, in English and Spanish, and individual settlement amount to the respective
4 PAGA Member) to each PAGA Member at his or her last known address or at the updated
5 address found through a National Change of Address search.

6 10. Upon the funding of the Gross Settlement Amount, the PAGA Members will be
7 deemed to have released any and all claims for civil penalties that could have been assessed
8 upon or collected from the Released Parties under PAGA based on the factual allegations and/or
9 claims pled in the operative complaint and/or alleged in any of the letters (or attachment(s)) sent
10 to the LWDA by or on behalf of Plaintiffs (i.e., Plaintiffs' PAGA Notices), for work performed
11 during the PAGA Period, including the following:

- 12
- 13 a. Any and all claims, arising during the PAGA Period, against the Released Parties
14 for civil penalties pursuant to Labor Code § 2699 pled in the Manuel Case and
15 Herrera Case, or that could have been pled based on the factual allegations of the
16 Manuel Case or Herrera Case, including claims for civil penalties predicated on
17 failure to pay wages, such as overtime, minimum and regular wages, reporting
18 time pay, and on-call pay; failure to provide required meal periods; failure to provide required
19 rest periods; failure to provide all rest period premiums as required by law; failure to timely pay wages; failure to pay all wages due to discharged and
20 quitting employees; failure to maintain required records; failure to furnish
21 accurate itemized wage statements or maintain required records; failure to
22 reimburse business expenses; as well as any claims that could have been pled or
23 supported by the factual allegations of the Manuel Case and Herrera Case or any
24 of the Plaintiffs' letters (or attachment(s)) to the LWDA (e.g., Plaintiffs' PAGA
25 Notices);
- 26 b. Any and all claims against the Released Parties for civil penalties pursuant to
27 Labor Code § 2699 pled, or based on the factual allegations of the Manuel Case
28 and Herrera Case, for which PAGA penalties could be recovered for alleged
Labor Code violations during the PAGA Period and/or based on the factual
allegations alleged in any of the letters (or attachment(s)) sent to the LWDA by
or on behalf of Plaintiffs (e.g., Plaintiffs' PAGA Notices), whether known or
unknown, to which PAGA Members, including Plaintiffs, may have been entitled
or may be entitled during the PAGA Period from December 19, 2016, through
August 9, 2022, including claims for PAGA penalties based on or arising from
alleged violations of California Labor Code sections 201, 202, 203, 204, 210,
218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,
1194, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, and Industrial Welfare
Commission Wage Order No. 5-2001 §§ 3, 4, 7, 11, 12, and 20. The claims set
forth in subparagraphs herein and immediately above shall be collectively
referred to as the "Released Claims."

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“PAGA Period” means the period from December 19, 2016 through August 9, 2022.

“PAGA Members” means all allegedly aggrieved persons who worked for Defendants Desert Regional Medical Center, Inc., Doctors Medical Center of Modesto, Inc., Lakewood Regional Medical Center, Los Alamitos Medical Center, Inc., Placentia-Linda Hospital, Inc., Sierra Vista Hospital, Inc., or Twin Cities Community Hospital, Inc. as non-exempt, hourly-paid employees in California, at any time from December 19, 2016, through August 9, 2022.

“Released Parties” means Defendants Desert Regional Medical Center, Inc., Doctors Medical Center of Modesto, Inc., Lakewood Regional Medical Center, Los Alamitos Medical Center, Inc., Placentia-Linda Hospital, Inc., Sierra Vista Hospital, Inc., and Twin Cities Community Hospital, Inc. and any of Defendants’ past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

In addition, as to the Plaintiffs only, the Released Claims further include, without limitation, any and all claims whatsoever against the Released Parties regarding Plaintiffs’ employment and/or the termination of employment including, but not limited to, any claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any Defendants’ right to terminate the employment relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law, through the end of the PAGA Period. Plaintiffs shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights,

1 and benefits of Section 1542 of the California Civil Code, or any other similar provision under
2 federal or state law that purports to limit the scope of a general release through the end of the
3 PAGA Period, August 9, 2022. Plaintiffs are waiving their rights, as PAGA representatives, to
4 further amend the Plaintiffs' PAGA Notices to add any claims on behalf of Defendants'
5 employees as against any entity named in Plaintiffs' PAGA Notices.

6 11. The Court finds the Gross Settlement Amount, the payments to the LWDA and
7 PAGA Members, and the methodology used to calculate and pay each PAGA Member's
8 Individual Settlement Payment are fair, reasonable, and adequate, and authorizes the Settlement
9 Administrator to pay the Individual Settlement Payments to PAGA Members in accordance with
10 the terms of the Settlement. The Court also authorizes the Settlement Administrator to transmit
11 payment of 75% of the Net Settlement Amount to the LWDA.

12 12. The Court awards PAGA Counsel \$ 1,087,500.00 in attorneys' fees to
13 be paid from the Gross Settlement Amount as follows: 87.5% to Matern Law Group, PC; 8.33%
14 to Cohelan Khoury & Singer; and 4.17% to United Employees Law Group, P.C.

15 13. The Settlement limits PAGA Counsel's costs to \$130,000.00. The Court awards
16 PAGA Counsel \$114,351.84 in costs and expenses to be paid from the Gross Settlement
17 Amount, with the remaining \$15,648.16 to become part of the Net Settlement Amount, as
18 follows: \$111,295.32 to Matern Law Group, PC; \$3,038.90 to Cohelan Khoury & Singer;
19 \$17.62 to United Employees Law Group, P.C.

20 14. The Court hereby approves an enhancement in the amount of
21 \$ 3,000.00 each to Plaintiffs Emelinda Manuel, Nicholas Hatcher, Nicky Floydshaw,
22 Maritza Barajas, Shabnam Horne, Michael Hollis, Madeline Cahill, Alexandra Hansen, Chad
23 Kuisel, Christine Herrera, and Geri Rothstein for their service as PAGA representatives, the
24 risks they undertook on behalf of the State of California and the other aggrieved employees, and
25 the general release of their individual claims, including their individual wage and hour claims,
26 for a total of \$ 33,000.00 to be paid from the Gross Settlement Amount.

27 15. The Settlement limits the settlement administration costs to \$55,000.00. The
28 Court approves settlement administration costs in the amount of \$54,000.00 to CPT Group, Inc.,

1 to be paid from the Gross Settlement Amount, with the remaining \$1,000.00 to become part of
2 the Net Settlement Amount.

3 16. This Court shall retain jurisdiction with respect to all matters related to the
4 administration and consummation of the Settlement, and any and all claims, asserted in, arising
5 out of, or related to the subject matter of the Action, including but not limited to all matters
6 related to the Settlement and the determination of all controversies relating thereto.


7 17. A Final Report Hearing is set for December 6, 2024 at 10:00 a.m. to confirm that
8 distribution efforts are fully completed, including the distribution of uncashed aggrieved
9 employee checks after 180 days, that the Administrator's work is complete, and that the Court's
10 file thus may be closed. The parties must report to the Court the total amount that was actually
11 paid to the aggrieved employees. The parties are ordered to provide a final report and
12 accounting from the Settlement Administrator at least 16 days before the Final Report Hearing
13 date.

14 18. The Settlement Administrator shall post notice of this Order and Judgment on its
15 website within ten (10) calendar days of the Court's entry of this Order and Judgment.

16 19. Plaintiffs shall submit a copy of this Order and Judgment to the LWDA within
17 ten (10) calendar days of the Court's entry of this Order and Judgment, and Plaintiffs shall file a
18 proof of service with the Court.

19 IT IS SO ORDERED, ADJUDGED, AND DECREED.

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21 DATED: DEC 22, 2023


22 HON. RANDALL J. SHERMAN
23 Judge of the Superior Court

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PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 633 West 5th Street, 63rd Floor, Los Angeles, California 90071. On December 21, 2023, I served the within document(s):

**JOINT SUBMISSION OF [REVISED PROPOSED] ORDER AND
JUDGMENT GRANTING PLAINTIFFS' MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

By electronic service. Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed below.

Matthew J. Matern, Esq.
Matthew W. Gordon, Esq.
MATERN LAW GROUP, PC
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, CA 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901
E-Mail: mgordon@maternlawgroup.com;
VRodriguez@maternlawgroup.com;
mmatern@maternlawgroup.com

Attorneys for Plaintiffs

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 21, 2023, at Los Angeles, California.



Nora Palencia