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Attorneys for Plaintiff WILBERT WELLS  
and PAUL VU, individually, and on behalf of  
others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE**

WILBERT WELLS, PAUL VU, ANDREW  
ORTEGA, DAVITSHEA SINGLETARY,  
KAREEM TERRY, JOHN NELSON,  
RICHARD VASQUEZ, JOSEPH  
CHAROGOFF, MARTIN FELIX, SAM  
BLAGOVICH, PEDRO VARGAS, JR., LUIS  
LOMELI, MARIAH BRAVO, SYLVIRIA  
BREWER, and SHERRY MORROW,  
individually, and on behalf of others similarly  
situated,

Plaintiffs,

vs.

SAN GORGONIO MEMORIAL HOSPITAL,  
an unknown entity; and DOES 1 through 50,  
inclusive,

Defendants.

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

FEB 23 2024

E. Escobedo

NKR

FEB 26 2024

Case No.: RIC1903057

*[Assigned for all purposes to the Honorable  
Harold W. Hopp, Dept. 1]*

**CLASS ACTION**

**[REVISED PROPOSED] FINAL  
ORDER AND JUDGMENT**

Date: February 6, 2024  
Time: 8:30 a.m.  
Dept.: 1

Complaint Filed: May 23, 2019  
Trial Date: Not Set

1 Plaintiffs Wilbert Wells, Paul Vu, Andrew Ortega, Davitshea Singletary, Kareem Terry,  
2 John Nelson, Richard Vasquez, Joseph Charogoff, Martin Felix, Sam Blagovich, Pedro Vargas,  
3 Jr., Luis Lomeli, Mariah Bravo, Sylviria Brewer, And Sherry Morrow’s (“Plaintiffs”) Motion for  
4 Final Approval of Class Action Settlement came on regularly for hearing on February 6, 2024 at  
5 8:30 a.m. in Department 1 of the above-captioned Court, the Honorable Harold W. Hopp  
6 presiding. The Court, having considered the proposed Amended Class Action and PAGA  
7 Settlement Agreement (“Settlement” or “Agreement”), attached as Exhibit 1 to the Declaration  
8 of Julia Z. Wells filed concurrently with the Motion, the Motion for Final Approval of Class  
9 Action Settlement, memorandum of points and authorities in support thereof, and declarations  
10 filed in support thereof, and good cause appearing, HEREBY ORDERS THE FOLLOWING:

11 1. The Court, for purposes of this Final Order and Judgment (“Judgment”), adopts  
12 all defined terms as set forth in the Agreement.

13 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the  
14 Class Members, and Defendant San Gorgonio Memorial Hospital.

15 3. The Court finds that the Agreement was made and entered into in good faith and  
16 hereby approves the Settlement as fair, adequate, and reasonable to all Class Members.

17 4. Solely for purposes of effectuating the Settlement, this Court certifies a class  
18 (“Class”) defined as follows: All current and former non-exempt employees employed by  
19 Defendant in the State of California during the time period from May 23, 2015 to February 20,  
20 2023 (the “Class Period”).

21 5. The notice provided to the Class Members conforms with the requirements of  
22 California Code of Civil Procedure section 382, California Civil Code section 1781, California  
23 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other  
24 applicable law, and constitutes the best notice practicable under the circumstances, by providing  
25 individual notice to all Class Members who could be identified through reasonable effort, and by  
26 providing due and adequate notice of the proceedings and of the matters set forth therein. The  
27 notice fully satisfies the requirements of due process.

28 6. The Court finds that there are zero (0) objections to the Settlement.

1           7.       The Court finds that the following Class Members have submitted valid and timely  
2 requests for exclusion from the Settlement, and are therefore hereby excluded from the Settlement:  
3 Lidiette Micciche, Katherine Aulgur, Ruby Lucas, Esperanza Perez, Nickayla Tardy, Amber  
4 Westbrook, Gigi Garcia, Janis Jacobson, Phu Pham, Chrystal Aliff, Antonio Alcala, Summer  
5 Reasons and Marta Sovyanhadi.

6           8.       Upon the date that the Judgment is final and San Gorgonio has fully funded the  
7 Gross Settlement and separately paid all employer payroll taxes, all Participating Class Members  
8 shall have, by operation of this Judgment, be deemed to have fully and finally released :  
9 Defendant and each of its former and present officers, directors, agents, and employees (the  
10 “Released Parties”) from any and all Released Claims for the duration of the Class Period, all  
11 claims that were alleged in the operative complaint in the Action and those based solely upon the  
12 facts alleged in the operative complaint in the Action, including, claims for Failure to Provide  
13 Required Meal Periods [Labor Code sections 226.7, 510, 512, 1194, 1197; Wage Order No. 5-  
14 2001, section 11]; Failure to Provide Required Rest Periods [Labor Code sections 226.7, 512;  
15 Wage Order No. 5-2001, section 12]; Failure to Pay Overtime Wages [Labor Code sections 204,  
16 510, 1194, 1198; Wage Order No. 5-2001, section 3]; Failure to Pay Minimum Wages [Labor  
17 Code sections 1194, 1197, 1197.1; Wage Order No. 5-2001, section 4]; Failure to Pay All Wages  
18 Due to Discharged and Quitting Employees [Labor Code sections 201, 202, 203]; Failure to  
19 Maintain Required Records [Labor Code section 226; Wage Order No. 5-2001, section 7]; Failure  
20 to Furnish Accurate Itemized Wage Statements [Labor Code sections 226, 1174; Wage Order No.  
21 5-2001, section 7]; Failure to Indemnify Employees for Necessary Expenditures Incurred in  
22 Discharge of Duties [Labor Code section 2802]; Unfair and Unlawful Business Practices [Bus. &  
23 Prof. Code sections 17200 et. seq.] (the “Released Claims”). The release by Participating Class  
24 Members who are not Aggrieved Employees is limited to claims arising during the Class Period.

25           9.       Upon the date that the Judgment is final and San Gorgonio has fully funded the  
26 Gross Settlement and separately paid all employer payroll taxes, all Aggrieved Employees and the  
27 California Labor and Workforce Development Agency (“LWDA”) shall be deemed to fully and  
28 finally release the Released Parties from the Released Claims, as well as all associated claims for

1 PAGA penalties (“PAGA Released Claims”) during the PAGA Period for meal break violations,  
2 rest break violations, unpaid wages, off the clock work, wage statement violations, failure to  
3 reimburse necessary expenses, failure to keep required records, waiting time penalties and failure  
4 to pay all wages due upon termination, and California Labor Code sections 201-204, 210, 221,  
5 223, 224, 225.5, 226, 226(a), 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5,  
6 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698, *et seq.*

7 10. Upon entry Final Judgment and funding of the Gross Settlement Amount,  
8 Plaintiffs and their respective former and present spouses, representatives, agents, attorneys,  
9 heirs, administrators, successors, and assigns generally, release and discharge Released Parties  
10 from all claims, transactions, or occurrences that occurred during the Class Period, including, but  
11 not limited to: (a) any and all claims, wages, penalties, interest, debts, demands, rights, liabilities,  
12 costs, compensation, damages, injunctive and/or declaratory relief, attorneys’ fees, actions, and/or  
13 causes of action that were pleaded or could have been pleaded based upon the factual allegations  
14 set forth in the Actions and arising at any time during the Class Period, including but not limited  
15 to all state wage and hour claims (including all claims under the California Labor Code) for  
16 unpaid minimum wages, off-the-clock work violations, unpaid overtime, failure to provide meal  
17 periods, failure to provide rest periods, unreimbursed business expenses, wage statement  
18 violations, failure to timely pay wages, interest, penalties, and attorneys’ fees, waiting time  
19 penalties, withholding from wages and violations under the related provisions of the Labor Code  
20 including but limited to Labor Code §§ 200-204, 208, 210, 216, 218.6, 221, 223, 224, 225.5, 226,  
21 226.3, 226.7, 510, 512, 512.5, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and  
22 2802, derivative claims under California Business & Professions Code §§ 17200 *et seq.*, and all  
23 claims under the governing Wage Order, and Fair Labor Standards Act, (b) all PAGA claims that  
24 were, or reasonably could have been, alleged based on facts contained in the operative complaints  
25 in the Action, Plaintiff’s PAGA Notice, or ascertained during the Action and released as part of  
26 the Class Members’ Released Claims. The Settlement Administrator shall include language on the  
27 Settlement Payments that informs the recipients that the signing and negotiation of that check  
28 shall serve as the Class Member’s consent to join the Action for purposes of releasing all claims

1 arising under the Fair Labor Standards Act and claims alleged in the Actions, or related to the  
2 claims stated or that could have been stated in the Action, implicitly or explicitly.  
3 Notwithstanding the foregoing, nothing in this Agreement shall operate in any way to release  
4 Plaintiff Daniel Navarro's Individual Retaliation claims pursuant to Cal. Labor Code § 1102.5, et.  
5 seq., which are severed from the remainder of the claims pled in the Navarro Action and are  
6 exempt from this Agreement.

7 11. The Court finds that the Gross Settlement Amount, the Net Settlement Amount,  
8 and the methodology used to calculate and pay each Class Member's Individual Settlement  
9 Payment are fair and reasonable, and authorizes the Settlement Administrator to pay the  
10 Individual Settlement Payments to the Participating Class Members and Aggrieved Employees in  
11 accordance with the Agreement.

12 12. Each envelope transmitting the Individual Settlement Payments to the Settlement  
13 Class Members shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS  
14 ENCLOSED."

15 13. Individual Settlement Payment checks shall remain negotiable for 180 days from  
16 the date of mailing. If an Individual Settlement Payment check remains uncashed after 180 days  
17 from issuance, the Settlement Administrator shall distribute the value of the uncashed check  
18 represented by the Class Member's Qualifying Workweeks during the Class Period to the State  
19 Controller's Office Unclaimed Property Fund in the name of the Settlement Class Member. The  
20 Settlement Administrator shall distribute the value of the uncashed check represented by the  
21 Aggrieved Employee's Qualifying Workweeks during the PAGA Period to the LWDA. The  
22 Settlement Administrator shall mail a reminder postcard to any Settlement Class Member whose  
23 Individual Settlement Payment check has not been negotiated within 60 days after the date of  
24 mailing.

25 14. If (i) any Class Members are current employees of Defendant, and (ii) Individual  
26 Settlement Payment checks mailed to those Class Members are returned to the Settlement  
27 Administrator as undeliverable, and (iii) the Settlement Administrator is unable to locate a valid  
28 mailing address, the Settlement Administrator shall arrange with Defendant to have those

1 Individual Settlement Payment checks delivered to the Settlement Class Members at their place of  
2 employment.

3 15. The Court awards Class Counsel \$1,000,000 in attorneys' fees to be paid from the  
4 Gross Settlement Amount. Of this amount, \$900,000 shall be paid to Matern Law Group, PC  
5 ("MLG"), and \$100,000 shall be paid to Blumenthal Nordrehaug Bhowmik De Blouw, LLP  
6 ("BNBD"). The Court finds that Class Counsel's request for attorneys' fees, which is one-third  
7 (1/3) of the Gross Settlement Amount, is reasonable under the common fund method. The Court  
8 finds that the requested fees also are reasonable under the lodestar method. The number of hours  
9 Class Counsel spent prosecuting this Action is reasonable, and Class Counsel's hourly rates are  
10 reasonable and in line with rates prevailing in the community.

11 16. The Court finds that Class Counsel has incurred actual litigation costs and  
12 expenses in the amount of \$103,721.44. Such costs and expenses were reasonably incurred in  
13 prosecuting the Action on behalf of the Class, and are less than the requested allocation for  
14 litigation costs under the Settlement (\$120,000). The Court awards Class Counsel \$103,721.44  
15 in litigation costs and expenses, which shall be paid from the Gross Settlement Amount. Of this  
16 amount, \$84,453 shall be paid to MLG and \$19,268.44 shall be paid to BNBD.

17 17. The Court hereby approves the following Class Representative Service Awards to  
18 be paid to Plaintiffs from the Gross Settlement Amount, for their time and effort in bringing and  
19 presenting the Action and for releasing their Released Claims: \$12,500 to Plaintiff Wilbert Wells;  
20 \$12,500 to Plaintiff Paul Vu; and \$5,000 each to Plaintiffs Daniel Navarro, Andrew Ortega,  
21 Davitshea Singletary, Kareem Terry, Richard Vasquez, Joseph Charogoff, Martin Felix, Pedro  
22 Vargas, Jr., Luis Lomeli, Mariah Bravo, Slyvira Brewer and Sherry Morrow.

23 18. Sixty Thousand Dollars (\$60,000) of the Gross Settlement Amount shall be  
24 allocated to penalties under the PAGA (the "PAGA Allocation"), of which \$45,000 (i.e., 75%)  
25 shall be paid by the Settlement Administrator directly to the LWDA. The remaining \$15,000 shall  
26 be distributed to Aggrieved Employees pursuant to the terms of the Agreement.

27 19. The Court approves Settlement Administration Costs in the amount of Twenty  
28 One Thousand Seven Hundred and Fifty Dollars (\$21,750.00) to be paid to CPT Group, Inc. from

1 the Gross Settlement Amount.

2 20. Defendant's share of payroll taxes will be paid by Defendant separately from the  
3 Gross Settlement Amount.

4 21. The Court directs that judgment be entered against Defendant in the amount of  
5 \$3,000,000.

6 22. Pursuant to California Rules of Court Rule 3.771(b), notice of this signed Final  
7 Order and Judgment shall be provided to the Class by the Settlement Administrator posting it  
8 on the Settlement Administrator's website within seven (7) days after entry of this Judgment.

9 23. This Judgment is intended to be a final disposition of the Action in its entirety  
10 and is intended to be immediately appealable.

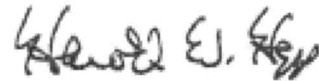
11 24. This Court shall retain jurisdiction with respect to all matters related to the  
12 administration and consummation of the Settlement, and any and all claims, asserted in, arising  
13 out of, or related to the subject matter of the Action, including but not limited to all matters  
14 related to the Settlement and the determination of all controversies relating thereto.

15 25. The Parties shall implement the Agreement according to its terms.

16 26. Plaintiffs shall file a final report regarding distribution of the settlement funds by  
17 December 1, 2024.

18  
19 **IT IS SO ORDERED.**

20 DATED: 02/20/2024  
21 \_\_\_\_\_



22 \_\_\_\_\_  
23 JUDGE OF THE SUPERIOR COURT  
24 Honorable Harold W. Hopp  
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