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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 29 2023

E. Escobedo

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 and PAUL VU,
individually, and on behalf of others similarly
situated,

Plaintiffs,

vs.

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

Defendants.

Case No.: RIC1903057

*Assigned for all purposes to the Craig
Riemer, Dept. 1*

CLASS ACTION

**~~REVISED PROPOSED~~ ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AGREEMENT**

Date: June 29, 2023

Time: 8:30 a.m.

Dept.: 1

Reservation ID: WI6MDV4YY4RU

Complaint Filed: May 23, 2019

Trial Date: Not Set

~~PROPOSED~~ ORDER

1
2 Plaintiffs Wilbert Wells and Paul Vu’s Motion for Preliminary Approval of Class Action
3 Settlement (“Motion”) came regularly for hearing before this Court on June 29, 2023. The Court,
4 having considered the proposed Amended Class Action and PAGA Settlement Agreement
5 (“Settlement” or “Agreement”), attached as Exhibit 1 to the Declaration of Julia Z. Wells filed
6 concurrently on June 13, 2023; having considered the Motion for Preliminary Approval of Class
7 Action Settlement, memorandum of points and authorities in support thereof, compliance chart,
8 declarations, and supplemental briefing filed in support thereof; and good cause appearing,
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HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action and PAGA action settlement as set forth in the Agreement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a final fairness hearing. All terms used herein shall have the same meaning as defined in the Agreement.

2. For purposes of the settlement only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Class:

“All current and former employees of Defendant who worked for Defendant in California as non-exempt employees at any time between May 23, 2015, to February 20, 2023.”

3. For purposes of the Settlement only, the Court designates Plaintiffs Wilbert Wells, Paul Vu, Daniel Navarro, Andrew Ortega, Davitshea Singletary, Kareem Terry, John Nelson, Richard Vasquez, Joseph Charogoff, Martin Felix, Sam Blagovich, Pedro Vargas, Jr., Luis Lomeli, Mariah Bravo, Slyvira Brewer, and Sherry Morrow as the Class Representatives.

4. For purposes of the Settlement only, the Court designates Matern Law Group, PC and Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

5. The Court designates CPT Group, Inc. as the third-party Settlement Administrator.

6. The Parties and the Settlement Administrator are ordered to implement the Settlement according to the terms of the Settlement Agreement.

1 7. The Court approves, as to form and content, the Notice of Class Action Settlement
2 (“Class Notice”) attached as Exhibit 1 to this Order, the Request for Exclusion Form attached as
3 Exhibit 2 to this Order, and the Objection Form attached as Exhibit 3 to this Order.

4 8. Any request for exclusion from the Settlement shall be submitted to the
5 Administrator. The Administrator shall file a declaration concurrently with the filing of the Motion
6 for Final Approval authenticating a copy of every request for exclusion it received.

7 9. Any objection to the Settlement shall be submitted to the Administrator. The
8 Administrator shall file a declaration concurrently with the filing of the Motion for Final Approval
9 authenticating a copy of every objection it received. Class Members may also appear at the hearing
10 on the Motion for Final Approval and present oral objections to the Settlement.

11 10. The Court finds that the form of notice to the Class regarding the pendency of the
12 action and of the Settlement, the dates selected for mailing and distribution, and the methods of
13 giving notice to members of the Class, satisfy the requirements of due process, constitute the best
14 notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all
15 members of the Class. The form and method of giving notice complies fully with the requirements
16 of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of
17 Court §§ 3.766 and 3.769, the California and United States Constitutions, and other applicable
18 law.

19 11. The Court further approves the procedures for Class Members to opt-out of or
20 object to the Settlement, as set forth in the Class Notice and the Agreement. The procedures and
21 requirements for filing objections in connection with the final fairness hearing are intended to
22 ensure the efficient administration of justice and the orderly presentation of any Class Member’s
23 objection to the Settlement, in accordance with the due process rights of all Class Members.

24 12. The Court directs the Administrator to mail the Class Notice, Request for Exclusion
25 Form, and Objection Form to the members of the Class in accordance with the terms of the
26 Settlement. The Class Notice shall be accompanied by a stamped envelope addressed to the
27 Administrator.

28 13. The Class Notice shall provide sixty (60) calendar days’ notice for Class Members
to submit disputes, opt-out of, or object to the Settlement. Class Members whose Class Notices

1 are re-mailed shall have an additional fourteen (14) day to submit disputes, opt-out of, or object to
2 the Settlement.

3 14. The Administrator shall send a reminder notice to every Class Member from whom
4 no Request for Exclusion Form is received within 30 days of mailing of the Class Notice.

5 15. The hearing on Plaintiffs' Motion for Final Approval of Settlement on the question
6 of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled
7 in Department of 1 of the above-entitled court, located at 4050 Main Street, Riverside, California
8 92501, on December 20th, 2023 at 8:30 a.m. / p.m. In the event that the hearing on the
9 final approval motion is continued, the Administrator shall post notice of the continuance of the
10 hearing on its website. The Administrator shall also directly give notice via U.S Mail. of any
11 continuance of the hearing on the Motion for Final Approval to any Class Members who submit
12 written objection to the Settlement.

13 16. At the Final Fairness hearing, the Court will consider: (a) whether the Settlement
14 should be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting
15 final approval of the Settlement should be entered; and (c) whether Plaintiffs' application for Class
16 Representative Service Payments, settlement administration costs, and Class Counsel's attorneys'
17 fees and costs, should be granted.

18 17. Counsel for the parties shall file memoranda, declarations, or other statements and
19 materials in support of their request for final approval of Plaintiffs' application for service
20 payments, settlement administration costs, Class Counsel's attorneys' fees and costs, prior to the
21 hearing on Plaintiffs' Motion for Final Approval of Settlement according to the time limits set by
22 the Code of Civil Procedure and the California Rules of Court.

23 18. The Court order the following implementation schedule:

Event	Date
Defendant to provide class contact information to the Administrator no later than:	_____, 2023 [14 days following preliminary approval]
Administrator to mail the Class Notice documents to the Settlement Class no later than:	_____, 2023 [7 days following production of contact information]

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Administer to mail the Class Notice documents to the Settlement Class to use them

2023

15 days following production of the Settlement

Deadline for Settlement Class Members to submit disputes, request exclusion from, or object to the Settlement:	_____, 2023 [60 calendar days after mailing of the Class Notice]
Deadline for Plaintiffs to file Motion for Final Approval of Class Action Settlement:	_____
Hearing on Motion for Final Approval of Settlement	December 20 th , 2023 at 8:30 a.m./p.m., Dept. 1.

19. Pending the Final Fairness hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

20. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

DATED:

6/29/23

By:

[Handwritten Signature]

JUDGE OF THE SUPERIOR COURT

... 1920 ...

EXHIBIT 1

XEROX

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Wells v. San Gorgonio Memorial Hospital (Case No. RIC1903057)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against San Gorgonio Memorial Hospital (“San Gorgonio”) for claims for unpaid wages, meal and rest period violations, business expense reimbursements, and related claims under the California Labor Code. The Action was filed by former employees of San Gorgonio Memorial Hospital - Wilbert Wells, Paul Vu, Daniel Navarro, Andrew Ortega, Davitshea Singletary, Kareem Terry, John Nelson, Richard Vasquez, Joseph Charogoff, Martin Felix, Sam Blagovich, Pedro Vargas, Jr., Luis Lomeli, Mariah Bravo, Slyvira Brewer, and Sherry Morrow (“Plaintiffs”). The Action provides for payment of (1) back wages and other relief for a class of hourly-paid employees (“Class Members”) who worked for San Gorgonio during the Class Period (May 23, 2015, to September 28, 2022); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly-paid employees who worked for San Gorgonio during the PAGA Period (March 19, 2018, to September 28, 2022) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring San Gorgonio to fund Individual Class Payments, and (2) a PAGA Settlement requiring San Gorgonio to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on San Gorgonio’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [redacted] (less withholdings) and your Individual PAGA Payment is estimated to be \$ [redacted]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to San Gorgonio’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) These payments are calculated based on the length of time Class Members were employed by San Gorgonio during the Class and PAGA Periods. Presently, the estimated Individual Class Payments to potential Class Members ranges from \$ [redacted] to \$ [redacted], and the range of Individual PAGA Payments to Aggrieved Employees ranges from \$ [redacted] to \$ [redacted].

The above estimates are based on San Gorgonio’s records showing that **you worked [redacted] workweeks** during the Class Period and **you worked [redacted] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

At this time, the Court has determine only that the there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. The Court has not yet decided whether to grant final approval. The Court will make a final determination whether the Settlement is fair, adequate and reasonable at the Final Approval Hearing on [Final Approval

Hearing Date]. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires San Gorgonio to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against San Gorgonio .

If you worked for San Gorgonio during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against San Gorgonio.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment and may not object to the settlement. You will, however, preserve your right to personally pursue Class Period wage claims against San Gorgonio, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

San Gorgonio will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against San Gorgonio that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is [Insert Response Deadline]</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by completing the Exclusion Form included with this Notice and returning it to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot request to be excluded from the PAGA portion of the proposed Settlement. San Gorgonio must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved</p>

	<p>Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by [Insert Response Deadline]</p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. You will still receive payment from the Settlement even if you object to the Settlement. See Section 7 of this Notice of this Notice.</p>
<p>You Can Participate in the [Insert Hearing Date] Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on [Insert Hearing Date]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by [Insert Response Deadline]</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to San Gorgonio’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [Insert Response Deadline]. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of San Gorgonio. The Action accuses San Gorgonio of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, failing to maintain required records, and failing to

provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code sections 2698 – 2699.5) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Matern Law Group, PC and Blumenthal Nordrehaug Bhowmik De Blouw LLP (“Class Counsel.”)

San Gorgonio strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether San Gorgonio or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and San Gorgonio hired a retired judge in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and San Gorgonio have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, San Gorgonio does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) San Gorgonio has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court determined that there is sufficient evidence to suggest that the proposed Settlement might be fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval. The Court will make a final determination as to whether the Settlement is fair, reasonable, and adequate and the Final Approval hearing.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. San Gorgonio Will Pay \$3,000,00.00 as the Gross Settlement Amount (Gross Settlement). San Gorgonio has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, San Gorgonio will fund the Gross Settlement by July 1, 2023 or within 45 days after notice of entry of Final Approval, whichever date occurs later. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$1,000,000.00 (one-third of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$120,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$12,500.00 each to Plaintiffs Wilbert Wells and Paul Vue, and up to \$10,000.00 each to Plaintiffs Daniel Navarro, Andrew Ortega, Davitshea Singletary, Kareem Terry, John Nelson, Richard Vasquez, Joseph Charogoff, Martin Felix, Sam Blagovich, Pedro Vargas, Jr., Luis Lomeli, Mariah Bravo, Slyvira Brewer, and Sherry Morrow as Class Representative Service Payments, for the role in filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
- C. \$18,250 to the Administrator for services administering the Settlement.
- D. Up to \$60,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and San Gorgonio are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("Wage Portion") and 75% to claims for interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. San Gorgonio will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and San Gorgonio have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be

automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [Insert Response Deadline] ("Response Deadline"), that you wish to opt-out. The easiest way to notify the Administrator is to complete, sign, date and return the "Request to be Excluded From Class Action Settlement" Form included with this Notice to the Administrator by the Response Deadline. **Section 9 of this Notice has the Administrator's contact information.**

Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue claims for unpaid wages against San Gorgonio.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against San Gorgonio based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and San Gorgonio have agreed that, in either case, the Settlement will be void: San Gorgonio will not pay any money and Class Members will not release any claims against San Gorgonio .
8. Administrator. The Court has appointed a neutral company, [REDACTED] (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and San Gorgonio has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against San Gorgonio or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members who are not Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged in the operative complaint in the Action and those based solely upon the facts alleged in the operative complaint in the Action, including, claims for Failure to Provide Required Meal Periods [Labor Code sections 226.7, 510, 512, 1194, 1197; Wage Order No. 5-2001, section 11]; Failure to Provide Required Rest Periods [Labor Code sections 226.7, 512; Wage Order No. 5-2001, section 12]; Failure to Pay Overtime Wages [Labor Code sections 204, 510, 1194, 1198; Wage Order No. 5-2001, section 3]; Failure to Pay Minimum Wages [Labor Code sections 1194, 1197, 1197.1; Wage Order No. 5-2001, section 4]; Failure to Pay All Wages Due to Discharged and Quitting Employees [Labor Code sections 201, 202, 203]; Failure to Maintain Required Records [Labor Code section 226; Wage Order No. 5-2001, section 7]; Failure to Furnish Accurate Itemized Wage Statements [Labor Code sections 226, 1174; Wage Order No. 5-2001, section 7]; Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties [Labor Code section 2802]; Unfair and Unlawful Business Practices [Bus. & Prof. Code sections 17200 et. seq.]. The release by Participating Class Members who are not Aggrieved Employees is limited to claims arising during the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Judgment Binding as to Aggrieved Employees. After the Court's judgment is final, and San Gorgonio has paid the Gross Settlement (and separately paid the employer-side payroll taxes), Aggrieved Employees will be deemed to be bound by the judgment, irrespective of whether or not they opted out of the settlement of the Class Claims. All Participating Class Members who are Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties all claims that were alleged in the operative complaint in the Action and those based solely upon the facts alleged in the operative complaint in the Action, including, claims for including, claims for Failure to Provide Required Meal Periods [Labor Code sections 226.7, 510, 512, 1194, 1197; Wage Order No. 5-2001, section 11]; Failure to Provide Required Rest Periods [Labor Code sections 226.7, 512; Wage Order No. 5-2001, section 12]; Failure to Pay Overtime Wages [Labor Code sections 204, 510, 1194, 1198; Wage Order No. 5-2001, section 3]; Failure to Pay Minimum Wages [Labor Code sections 1194, 1197, 1197.1; Wage Order No. 5-2001, section 4]; Failure to Pay All Wages Due to Discharged and Quitting Employees [Labor Code sections 201, 202, 203]; Failure to Maintain Required Records [Labor Code section 226; Wage Order No. 5-2001, section 7]; Failure to Furnish Accurate Itemized Wage Statements [Labor Code sections 226, 1174; Wage Order No. 5-2001, section 7]; Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties [Labor Code section 2802]; Unfair and Unlawful Business Practices

[Bus. & Prof. Code sections 17200 et. seq.]; and PAGA penalties for meal break violations, rest break violations, unpaid wages, off the clock work, wage statement violations, failure to reimburse necessary expenses, failure to keep required records, waiting time penalties and failure to pay all wages due upon termination, and California Labor Code sections 201-204, 210, 221, 223, 224, 225.5, 226, 226(a), 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698 – 2699.5. The release by Participating Class Members who are Aggrieved Employees is limited to claims arising during the Class Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$15,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in San Gorgonio's records, are stated in the first page of this Notice. You have until [Insert Response Deadline] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept San Gorgonio's calculation of Workweeks and/or Pay Periods based on San Gorgonio's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and San Gorgonio's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class

Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I EXCLUDE MYSELF FROM THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as "*Wells v. San Gorgonio Memorial Hospital*". You may also request exclusion from the Settlement by completing the "Request to Be Excluded From Class Action Settlement" included with this Notice, and returning it to the Administrator via mail, email, or fax. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [Insert Response Deadline], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.**

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and San Gorgonio are asking the Court to approve. You may obtain copies of the proposed Agreement on the Settlement free of charge from Administrator's website at (insert URL), or by contacting Class Counsel (whose contact information is listed in Section 9 of this notice.) You may also obtain copies of the documents from the Court's Website at (<https://www.riverside.courts.ca.gov/>).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [Insert Response Deadline].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Your objection must identify the Action ("*Wells v. San Gorgonio Memorial Hospital*"), include your full name, current address, and telephone number, and be signed and dated by you. You may also object by completing the "Objection Form" enclosed with this Notice and return it to the Administrator via mail, email, or fax. **Section 9 of this Notice has the Administrator's contact information**

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [Final Approval Date] at [time] in Department 1 the Riverside Superior Court, located at 4050 Main St., Riverside, California 92501. At the Hearing, the judge will make a final determination as to whether the settlement is fair, reasonable, and adequate, and decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website (insert URL) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything San Gorgonio and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [Insert Administrator's Name]'s website at (insert URL). You can call or email Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.riverside.courts.ca.gov/OnlineServices/SearchCourtRecords/public-access.php>) and entering the Case Number for the Action, Case No. RIC1903057. You can also personally review court documents in the Clerk's Office at the Riverside Superior Court, located at 4050 Main St., Riverside, California 92501. The Settlement was attached as Exhibit 1 to the "Declaration of Matthew J. Matern In Support of Motion for Preliminary Approval of Class Action Settlement", which was filed with the Court on [insert filing date].i

Class Counsel: MATERN LAW GROUP, pc

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La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

Settlement Administrator: Name of Company:
Mailing Address:
Email Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund (<https://ucpi.sco.ca.gov/en/Property/SearchIndex>) for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

Wells v. San Gorgonio Memorial Hospital (Case No. RIC1903057)

REQUEST TO BE EXCLUDED FROM CLASS ACTION SETTLEMENT

ATTENTION: IF YOU SUBMIT THIS FORM YOU WILL NOT RECEIVED PAYMENT FROM THE CLASS ACTION PORTION OF THE SETTLEMENT. DO NOT USE THIS FORM IF YOU WISH TO PARTICIPATE IN THE PROPOSED SETTLEMENT.

INSTRUCTIONS: If you do not want to participate in the proposed Settlement, you may request to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must fill out all information in the section below, sign, date and return this form to the Administrator via mail, e-mail, or fax at:

Administrator
Wells v. San Gorgonio Memorial Hospital
[Insert Address]
[Insert Fax Number]
[Email Address]

If you were employed between March 19, 2018, to September 28, 2022, you will still receive your share of penalties arising under the California Private Attorneys General Act of 2004 ("PAGA") claim because the opt-out provision does not apply to this claim. However, you will not receive your share of the Settlement for the class claims.

THE DEADLINE FOR SUBMITTING THIS FORM IS INSERT RESPONSE DEADLINE. IF YOU SUBMIT THIS FORM VIA MAIL, IT MUST BE POSTMARKED BY INSERT RESPONSE DEADLINE.

By signing this form, I hereby certify that I wish to be excluded from the proposed Settlement reached in *Wells v. San Gorgonio Memorial Hospital*. I understand that I will NOT receive any money from the proposed Settlement, and cannot object to the proposed Settlement at the Final Approval hearing. I understand that if I wish to pursue any claim I may have, I will be responsible for doing so on my own.

Dated: _____

Signed: _____

Print Name: _____

Address: _____

Home Telephone Number: _____

EXHIBIT 3

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

Wells v. San Gorgonio Memorial Hospital (Case No. RIC1903057)

OBJECTION FORM

INSTRUCTIONS: If you wish to tell the Court that you do not like the Settlement or some part of it, you may make an objection by completing, signing and returning this Objection Form. Please state each reason for your objection and any legal support for your objection, and return the completed form to the Administrator via mail, email, or fax at:

Settlement Administrator
Wells v. San Gorgonio Memorial Hospital
[Insert Address]
[Insert Fax Number]
[Email Address]

THE DEADLINE TO SUBMIT THIS OBJECTION FORM IS [INSERT RESPONSE DEADLINE].

1. CONTACT INFORMATION

Name: _____
Home Street Address: _____
City, State, Zip Code: _____
Home Telephone Number: (____) _____

2. REASON FOR OBJECTION

Please state each reason you do not like the Settlement and any legal support for your objection:

Signed: _____

Print Name: _____

Dated: _____