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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

MINDY WILSON, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

DOCTORS HOSPITAL OF RIVERSIDE LLC,
A Limited Liability Company; PARKVIEW
COMMUNITY HOSPITAL MEDICAL
CENTER, A Nonprofit Public Benefit
Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. RIC2001079

*Assigned for All Purposes to Honorable Sunshine
S. Sykes in Department 6*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT AGREEMENT PURSUANT
TO THE PRIVATE ATTORNEYS GENERAL
ACT AND JUDGMENT**

Date: 04/18/2022
Time: 8:30 a.m.
Judge: Sunshine S. Sykes
Place: Dept 6

RESERVATION ID: 780289483052

Compl. Filed: March 6, 2020
Trial Date: TBD

ADDITIONAL PLAINTIFF'S COUNSEL

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1 Plaintiff Mindy Wilson ("Plaintiff") and Defendant Doctors Hospital of Riverside, LLC
2 ("Defendant") (jointly with Plaintiff, the "Parties") have entered into the Private Attorneys General Act
3 Settlement Agreement Between Plaintiff Mindy Wilson and Defendant Doctors Hospital of Riverside
4 LLC (the "Settlement Agreement") to settle the above-captioned action under Labor Code § 2698, *et*
5 *seq.*, subject to the Court's approval (the "Settlement").

6 This matter is now before the Court on Plaintiff's Motion to Approve Settlement Agreement
7 Pursuant to the Private Attorneys General Act (the "PAGA"), Labor Code § 2698, *et seq.* The Court has
8 read, heard, and considered all the pleadings and documents submitted, and the presentations made in
9 connection with the Motion which came on for hearing on April 18, 2022.

10 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

11 The Court hereby approves the Parties' proposed Settlement Agreement under the PAGA and
12 hereby enters FINAL JUDGMENT based on the terms set forth in the Parties' Settlement in favor of
13 Plaintiff and the Aggrieved Employees in the amount of \$500,000.00. Of this, \$166,666.66 is awarded
14 as attorney fees paid to Plaintiff's Counsel, \$4,711.92 is awarded as costs paid to Plaintiff's Counsel, a
15 service award of \$5,000.00 is awarded to Plaintiff, and \$5,250.00 is awarded as administration costs
16 paid to the Settlement Administrator.

17 This Judgment is for the following PAGA Aggrieved Employees:

18 (a) all non-exempt employees that worked for DHOR who were paid shift differentials at
19 any time between March 4, 2019 and May 16, 2020 (the "Pay Stub PAGA Aggrieved
20 Employees");

21 (b) all non-exempt employees that worked for DHOR who were paid shift differentials
22 and sick pay in the same pay period at any time between March 4, 2019 and August 16, 2020
23 (the "Sick Pay PAGA Aggrieved Employees"); and

24 (c) all non-exempt employees that worked for DHOR who were paid shift differentials
25 and meal break premiums in the same pay period at any time between March 4, 2019 and July
26 26, 2020 (the "Meal Break PAGA Aggrieved Employees").

27 Plaintiff and the PAGA Aggrieved Employees provide the following Release:
28

1 “Upon funding of the Gross Settlement Amount by Defendant, each Pay Stub PAGA
2 Aggrieved Employee fully releases and discharges Defendant and Released Parties
3 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
4 expenses, attorneys’ fees, damages and/or penalties based on the facts alleged against
5 DHOR for violation of the PAGA predicated on violation of Labor Code § 226 that
6 accrued between March 4, 2019 and May 16, 2020; each Sick Pay PAGA Aggrieved
7 Employee fully releases and discharges Defendant and Released Parties from any and
8 all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
9 attorneys’ fees, damages and/or penalties based on the facts alleged against DHOR
10 for violation of the PAGA predicated on violation of Labor Code § 201-203, and 246
11 that accrued between March 4, 2019 and August 16, 2020; and each Meal Break
12 PAGA Aggrieved Employee fully releases and discharges Defendant and Released
13 Parties from any and all claims, debts, liabilities, demands, obligations, guarantees,
14 costs, expenses, attorneys’ fees, damages and/or penalties based on the facts alleged
15 against DHOR for violation of the PAGA predicated on violation of Labor Code §
16 201-203, and 226.7 that accrued between March 4, 2019 and July 26, 2020”.

17 This Judgment does not extend to or otherwise affect the ability of any PAGA Aggrieved
18 Employees to bring individual, non-representative claims against Defendant for alleged violations of the
19 Labor Code.

20 This Judgment incorporates by reference the definitions in the Settlement Agreement, and all
21 terms defined therein shall have the same meaning as set forth in the Settlement Agreement.

22 This Judgment is entered as part of a Settlement and the Court has made no findings of liability
23 or provided any notice of PAGA violations.

24 This Judgment is intended to be a final disposition in its entirety of the above captioned action.
25 Without affecting the finality of this judgment in any way, the Court retains jurisdiction of all matters
26 relating to the interpretation, administration, implementation, effectuation, and enforcement of the
27 Settlement pursuant to Code of Civil Procedure § 664.6.

28 A nonappearance Final Accounting hearing date is set for _____, 2023. At least ten
(10) days before the hearing, the Settlement Administrator will provide a declaration setting forth the
amount of money distributed and the amount of uncashed checks sent to the LWDA, pursuant to the
terms of the Settlement Agreement.

DATED: _____

HON. SUNSHINE S. SYKES
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA