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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY

SHARON MORRIS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

COMMUNITY HOSPITAL OF THE
MONTEREY PENINSULA, a California
nonprofit corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 21CV001953

(Assigned to the Honorable Thomas W. Wills,
Dept. 15)

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND SETTING A
SETTLEMENT FAIRNESS HEARING**

Date: May 13, 2022

Time: 8:30 a.m.

Dept.: 15

Complaint Filed: June 16, 2021

FAC Filed: August 6, 2021

SAC Filed: January 24, 2022

Trial Date: None Set

1 Plaintiff Sharon Morris' ("Plaintiff") application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on April 20, 2022, and a hearing
3 was held before this Court on May 13, 2022. Plaintiff and Defendant Community Hospital of the
4 Monterey Peninsula ("Defendant") appeared through their respective attorneys of record.

5 The Court has considered the Joint Stipulation of Class Action Settlement ("Stipulation"
6 or "Settlement Agreement") entered into by the Parties and all other papers filed in this action.

7 NOW THEREFORE, IT IS HEREBY ORDERED:

8 1. This Court grants preliminary approval of the Settlement Agreement between
9 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,
10 and reasonable to the Class.

11 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
12 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
13 Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a whole.

14 3. The Court hereby conditionally certifies the following Class for settlement
15 purposes only:

16 All current and former non-exempt employees employed by Defendant in
17 the State of California from June 16, 2017, through July 22, 2021 (the
18 "Class Period").

19 Should for whatever reason the Settlement Agreement not become Final, the fact that the
20 parties were willing to stipulate to certification of a class as part of the Settlement Agreement
21 shall have no bearing on, or be admissible in connection with, the Litigation or the issue of
22 whether a class should be certified in a non-settlement context.

23 4. The Court appoints and designates: (a) Plaintiff Sharon Morris as the Class
24 Representative and (b) Larry W. Lee and Mai Tulyathan of Diversity Law Group, P.C. and
25 William L. Marder of Polaris Law Group as Class Counsel for the Class. Class Counsel is
26 authorized to act on behalf of the Class with respect to all acts or consents required by, or which
27 may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to
28 finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance
through his or her own counsel at such Class Member's own expense. Any Class Member who

1 does not enter an appearance or appear on his or her own behalf will be represented by Class
2 Counsel.

3 5. The Court hereby approves the terms and conditions provided for in the
4 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
5 falls within the range of reasonableness of a settlement, including the amount of the PAGA
6 penalties, and appears to be presumptively valid, subject only to any objections that may be
7 raised at final approval. It appears to the Court on a preliminary basis that the settlement is fair,
8 adequate, and reasonable as to all potential Class Members when balanced against the probable
9 outcome of further litigation relating to liability and damages issues. It also appears that
10 investigation, research, and court proceedings have been conducted so that counsel for the
11 Settling Parties are able to reasonably evaluate their respective positions. It appears to the Court
12 that settlement at this time will avoid substantial additional costs by all Settling Parties, as well
13 as avoid the delay and risks that would be presented by the further prosecution of the Litigation.
14 It also appears that settlement has been reached as a result of intensive, serious, and non-
15 collusive arm's-length negotiations facilitated by an experienced and neutral mediator.

16 6. A final approval hearing to decide whether the proposed Settlement Agreement,
17 the allocation of payments to Participating Class Members, attorneys' fees and costs to Class
18 Counsel, the payment to the Settlement Administrator, the payment to the Labor Workforce &
19 Development Agency, and the Class Representative Enhancement Payment should be finally
20 approved as fair, reasonable, and adequate as to the members of the Class is hereby set for
21 _____ at _____ in this Court.

22 7. The Court hereby approves, as to form and content, the Notice of Proposed Class
23 Action Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A**
24 to the Settlement Agreement. The Court finds that distribution of the Notice Packet to Class
25 Members substantially in the manner and form set forth in the Settlement Agreement and this
26 Order meets the requirements of due process and shall constitute due and sufficient notice to all
27 parties entitled thereto.

28 8. The Court appoints and designates Phoenix Settlement Administrators as the

1 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
2 approved Class Notice to Class Members using the procedures set forth in the Settlement
3 Agreement.

4 9. Any Class Member may choose to opt out of and be excluded from the settlement
5 as provided in the Settlement Agreement and Class Notice and by following the instructions for
6 requesting exclusion. Any person who timely and properly opts out of the settlement will not be
7 bound by the Settlement Agreement and will not have any right to object, appeal, or comment
8 thereon. Any Request for Exclusion must be in writing and signed by each such Class Member
9 opting out and must otherwise comply with the requirements delineated in the Notice Packet.
10 Class Members who have not requested exclusion by submitting a valid and timely request by
11 the deadline shall be bound by all determinations of the Court, the Settlement Agreement, and
12 Judgment.

13 10. Any Class Member may object to the Settlement Agreement or express his or her
14 views regarding the Settlement Agreement and may present evidence and file briefs or other
15 papers that may be proper and relevant to the issues to be heard and determined by the Court as
16 provided in the Notice Packet.

17 11. The Motion for Final Approval shall be filed by the Class Representative no later
18 than sixteen (16) court days before the Settlement Fairness Hearing.

19 12. The Court reserves the right to adjourn or continue the date of the final approval
20 hearing and all dates provided for in the Settlement Agreement without further notice to the
21 Class, and retains jurisdiction to consider all further applications arising out of or connected with
22 the Class Settlement Agreement.

23 IT IS SO ORDERED.

24
25
26 DATED: _____

27 _____
HON. THOMAS W. WILLS
28 SUPERIOR COURT OF CALIFORNIA