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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN BERNARDINO

10 MONA COPAS, an individual, ALICIA
11 SOTELO, an individual, MARIA
12 GUDINO, an individual and CLAUDIA
13 RUIZ, an individual, on behalf of
14 themselves and all persons similarly
situated, and as aggrieved employees in
representation of the State of California,

15 Plaintiffs,

16
17 vs.

18 SAN BERNARDINO CARE COMPANY,
19 INC., dba MEDICAL CENTER
CONVALESCENT HOSPITAL, a
20 California corporation;

21 Defendants.
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Case No. CIVDS1705324

Complaint filed: March 24, 2017

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 22, 2024

Time: 1:30 p.m

Dept.: S17

Judge: Hon. Judge Joseph T. Ortiz

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of a Class Action Settlement came before this
3 Court, on February 22, 2024, the Honorable Joseph Ortiz presiding. The Court having
4 considered the papers submitted in support of the application of the parties, HEREBY ORDERS
5 THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
7 upon the terms set forth in the Joint Stipulation of Settlement and Release of Class Action
8 (“Settlement Agreement”) filed with the Declaration of James M. Treglio in support of Plaintiffs’
9 motion for preliminary approval. All terms used herein shall have the same meaning as defined
10 in the Settlement Agreement. The settlement set forth in the Settlement Agreement (“Settlement”)
11 appears to be fair, adequate and reasonable to the Class.

12 2. The Class shall mean (a) All bilingual or monolingual Spanish speaking employees
13 employed by Defendant in California at any time during the Class Period (“English Only Class”);
14 and (b) All hourly non-exempt employees employed by Defendant in California at any time during
15 the Class Period (“Hourly Non-exempt Class”).

16 3. “English Only Class Released Claims” means any and all claims for wages, damages,
17 monies, punitive damages, restitution, injunctive and declaratory relief, pre-judgment and post-
18 judgment interest, attorneys’ fees and costs, that were alleged or that could have been alleged based
19 upon the factual allegations in the Action, and/or claims which could have been alleged that
20 reasonably relate to or which reasonably arise out of the same set of operative facts pled therein,
21 whether such claims or forms of relief are known or unknown during the Settlement Period,
22 including, but not limited to all claims asserted in the Action for alleged: (1) discrimination based
23 on unlawful English Only policy, Cal. Gov’t Code § 12951(a); (2) discrimination based on national
24 origin, including language, race, and color, Cal. Gov’t Code § 12940(a); and (3) violation of
25 California Business and Professions Code section 17200, et seq. based on the Government Code
26 sections alleged (the “English Only Class Released Claims”) against the Released Parties. The
27 Parties agree that the judgment and release of claims provided herein shall have res judicata and
28 collateral estoppel effect.

1 4. “Hourly Non-exempt Class Released Claims” means any and all claims for wages,
2 statutory and civil penalties (but not PAGA Penalties), monies, damages, liquidated damages,
3 premiums, restitution, injunctive and declaratory relief, pre-judgment and post-judgment interest,
4 fees and costs, that were alleged or that could have been alleged based upon the factual allegations
5 in the Action, and/or claims which could have been alleged that reasonably relate to or which
6 reasonably arise out of the same set of operative facts pled therein, whether such claims or forms
7 of relief are known or unknown during the Settlement Period, including, but not limited to all
8 claims asserted in the Action for alleged: (1) failure to pay overtime and double time, Cal. Lab.
9 Code §§ 510, 1194; (2) failure to pay minimum wage, Cal. Lab. Code §§ 1194, 1197; (3) failure
10 to provide meal and rest periods, Cal. Lab. Code §§ 226.7, 512; (4) waiting time penalties for
11 failure to pay wages due on discharge, Cal. Lab. Code §§ 201-203; (5) failure to timely pay all
12 wages earned, Cal. Lab. Code § 204; (6) unlawfully withholding wages due following demand,
13 Cal. Lab. Code § 216; (7) failure to pay wages pursuant to statute or contract, Cal. Lab. Code §
14 223; (8) illegal terms and conditions, Cal. Lab. Code § 432.5; (9) failure to provide accurate wage
15 statements, Cal. Lab. Code §§ 226(a), (b), and 226.3; (10) failure to permit inspection of wage
16 statements within 21 days of request, Cal. Lab. Code §§ 226(c), (e), and (f); (11) failure to provide
17 personnel files, Cal. Lab. Code § 1198.5; (12) conversion and theft, Cal. Civ. Code §§ 3294, 3336;
18 (13) violation of Business and Professions Code section 17200, et seq. based on the Labor Code
19 and Civil Code sections alleged, and with respect to the statutory and civil penalties claimed in the
20 Action, any source of obligation as a basis for claiming such penalties, including any and all
21 obligations imposed by the applicable Wage Orders (the “Hourly Non-Exempt Class Released
22 Claims”) against the Released Parties. The Parties agree that the judgment and release of claims
23 provided herein shall have res judicata and collateral estoppel effect.

24 5. The Settlement falls within the range of reasonableness and appears to be presumptively
25 valid, subject only to any objections that may be raised at the final fairness hearing and final
26 approval by this Court.

27 6. A final fairness hearing on the question of whether the proposed Settlement, attorneys’ fees
28 and costs to Class Counsel, and the Class Representative’s Enhancement Award should be finally

1 approved as fair, reasonable and adequate as to the members of the Class is scheduled in
2 Department S17 on the date and time set forth in the implementation schedule in Paragraph 10
3 below.

4 7. This Court approves, as to form and content, the Notice of Proposed Class Action
5 Settlement and Hearing Date for Court Approval. The Court approves the procedure for Class
6 Members to participate in, to opt out of, and to object to, the Settlement as set forth in the
7 Settlement Agreement.

8 8. The Court directs the mailing of the Class Notice, and the Claim Form by first class mail
9 to the Class Members in accordance with the Implementation Schedule set forth below. The Court
10 finds the dates selected for the mailing and distribution of the Notice and the Claim Form, as set
11 forth in the Implementation Schedule, meet the requirements of due process and provide the best
12 notice practicable under the circumstances and shall constitute due and sufficient notice to all
13 persons entitled thereto.

14 9. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
15 only.

16 10. The Court confirms Plaintiffs Alicia Sotelo and Claudia Ruiz as Class Representatives, and
17 James M. Treglio of Potter Handy LLP as Class Counsel.

18 11. The Court confirms Phoenix Class Action Administration Solutions as the Settlement
19 Administrator.

20 12. To facilitate administration of the Settlement pending final approval, the Court hereby
21 enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits or
22 administrative proceedings (including filing claims with the Division of Labor Standards
23 Enforcement of the California Department of Industrial Relations) regarding claims released by
24 the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with
25 the Settlement Administrator and the time for filing claims with the Settlement Administrator has
26 elapsed.

27 14. The Court orders the following **Implementation Schedule** for further
28 proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[Within 30 calendar days after entry by the Court of its Order Granting Preliminary Approval]
b.	Deadline for Settlement Administrator to Mail Notice and Share Form to Class Members	[Within twenty (20) days of receipt of the database from SBCC]
c.	Deadline for Class Members to Postmark Workweek Challenges	[45 calendar days after mailing of the Class Notice and Share Form]
d.	Deadline for Class Members to Postmark Requests for Exclusion	[45 calendar days after mailing of the Class Notice and Share Form]
e.	Deadline for Receipt by Counsels of any Objections to Settlement	[within 5 calendar days from receipt by Settlement Administrator]
f.	Deadline for Class Counsel to file Declaration of Due Diligence and Proof of Mailing from Settlement Administrator	[at least five (5) days prior to the final fairness hearing]
g.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[____ Court days before Final Approval Hearing]
i.	Final Fairness Hearing and Final Approval	_____ at ____ a.m.
	Defendant shall deposit the Gross Settlement Amount plus the employer's payroll taxes with the Settlement Administrator	[No later than 60 days after the Final Effective Date of the Court's Final Approval]
j.	Deadline for Settlement Administrator to mail the Settlement Awards and the Enhancement Award, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective)	[Within 15 days from the receipt of the final payment of the associated funds from SBCC.]
k.	Settlement Administrator to File Proof of Payment of Settlement	[Within ____ days of the Effective Date]

	Awards, Enhancement Award, Attorneys' Fees and Costs (if Settlement is Effective)	
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15. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

IT IS SO ORDERED.

Dated: _____

Hon. Joseph T. Ortiz