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SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF KERN

RILEY J. SMALL, individually, and SHARESE
 CASEY, individually, and on behalf of all others
 similarly situated,

Plaintiffs,

vs.

RIDGECREST REGIONAL HOSPITAL, a
 California corporation; and DOES 1 through 10,
 inclusive,

Defendants.

Case No.: BCV-23-102418

[Assigned for All Purposes to Hon. Thomas S.
 Clark, Dept. 17]

CLASS AND PAGA ACTION

**[PROPOSED] JUDGMENT FOLLOWING
 ORDER GRANTING FINAL APPROVAL
 OF CLASS AND PAGA REPRESENTATIVE
 ACTION SETTLEMENT**

Date: July 8, 2025
 Time: 8:30 a.m.
 Courtroom: Dept. 17

Action Filed: July 26, 2023
 FAC Filed: September 29, 2023
 SAC Filed: October 23, 2024
 Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiffs Riley J. Small and Sharese Casey ("Plaintiffs") filed a motion for final approval of a
3 class and representative action settlement of the claims asserted against Defendant Ridgecrest Regional
4 Hospital ("Defendant") in this Action (Plaintiffs and Defendant are collectively referred to as the
5 "Parties"). This matter came on for hearing on July 8, 2025, and the Court issued an Order granting
6 Plaintiffs' Motion for Final Approval of Class and Representative Action Settlement ("Final Approval
7 Order"). The settlement is memorialized in the Class Action and PAGA Settlement Agreement and
8 Class Notice (the "Agreement"; the terms of the proposed settlement reflected in the Agreement are
9 referred to as the "Settlement"). (See Declaration of H. Scott Leviant in Support of Plaintiffs' Motion for
10 Final Approval of Class and Representative Action Settlement ["Leviant Decl.," at Exh. 1.]

11 The Court's Final Approval Order is incorporated herein in its entirety. The Court now enters
12 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
13 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

14 **JUDGMENT**

15 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
16 entered whereby the Plaintiffs, all Class Members, and all PAGA Aggrieved Employees shall take
17 nothing from Defendant or the Released Parties, except as expressly set forth in the Final Approval Order
18 and the Agreement.

19 The Class Members are:

20 All non-exempt, hourly employees who, during the Class Period, worked for or were
21 deployed to work for Defendant in California (the "Class Period" is the period from
22 August 20, 2020 to October 9, 2024). "Participating Class Member" means a Class
Member who does not submit a valid and timely Request for Exclusion from the Class
portion of the Settlement.

23 (Agreement, ¶¶ 1.5, 1.9, 1.12, 1.34.) No Class Members requested exclusion from the Class. All Class
24 Members are Participating Class Members and are bound by the Final Approval Order and Judgment in
25 the Action.

26 All non-exempt, hourly employees who, during the PAGA Period (October 4, 2022 to October 9,
27 2024), worked for or were deployed to work for Defendant in California are Aggrieved Employees for
28 purposes of distributing the \$50,000.00 allocated from the PAGA Penalties to Individual PAGA

1 Payments. Class Members cannot opt out of the release of the PAGA claims and will receive their pro
2 rata share of the \$50,000.00, irrespective of whether they are Participating Class Members.

3 As of the Effective Date, Plaintiffs and all Participating Class Members (on behalf of each of
4 them and each of their respective former and present spouses, representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns) shall irrevocably and unconditionally fully release and forever
6 discharge the Released Parties¹ from any and all Released Class Claims that accrued during the Class
7 Period. The "Released Class Claims" are:

8 All claims that have been asserted or could have been asserted based on the allegations
9 by either or both Plaintiffs in their respective PAGA Notices, any amended PAGA
10 notice letters sent to the LWDA, original complaints and amended complaints,
11 including but not limited to the Operative Complaint, which shall include but not be
12 limited to claims for failure to provide meal periods, failure to provide rest periods,
13 failure to pay meal and/or rest period premium pay, unpaid overtime, unpaid minimum
14 wage and off-the-clock work, unreimbursed business expenses, untimely payment of
15 wages, failure to keep accurate payroll and/or other employment records, wage
16 statement violations, sick pay, vacation pay, paid time off, violation of any applicable
17 Industrial Welfare Commission ("IWC") Wage Order(s), failure to pay the appropriate
18 regular rate of pay, unfair business practices and PAGA claims pled or which could
19 have been pled based on factual allegations in Plaintiffs' respective complaints,
20 amended complaints including but not limited to the Operative Complaint, or PAGA
21 letters to the LWDA. Except as set forth in Sections 5.1 and 5.3 of the Agreement,
22 Participating Class Members do not release any other claims, including claims for
23 vested benefits, wrongful termination, violation of the Fair Employment and Housing
24 Act, unemployment insurance, disability, social security, workers' compensation, or
25 claims based on facts occurring outside the Class Period.

18 As of the Effective Date, the State of California, Plaintiffs and all Aggrieved Employees (on
19 behalf of each of them and each of their respective former and present spouses, representatives, agents,
20 attorneys, heirs, administrators, successors, and assigns) shall irrevocably and unconditionally fully
21 release and forever discharge the Released Parties from any and all Released PAGA Claims that accrued
22 during the PAGA Period as set forth herein. The "Released PAGA Claims" are:

23 all-claims for PAGA penalties that were alleged, or reasonably could have been alleged,
24 based on the PAGA Period facts stated in the PAGA Notices and respective complaints

25 ¹ "Released Parties" means Defendant and any of its former and present predecessors, successors,
26 subsidiaries, parents, divisions, and affiliates as defined by Corporations Code section 150, and each of
27 its respective current and former supervisory/ managerial employees, managing agents, shareholders,
28 directors, officers, owners, board members, partners, administrators, predecessors, successors, investors,
assigns, attorneys, insurers, agents, representatives, independent contractors, any entities with whom
Defendant could share a joint employer, relationship under any legal theory, joint venturers and staffing
companies.

1 and amended complaints, including but not limited to the Operative Complaint.

2 As of the Effective Date, Plaintiffs and their respective former and present spouses,
3 representatives, agents, attorneys (including but not limited to Class Counsel), heirs, administrators,
4 successors, and assigns generally, release and forever discharge Released Parties from:

5 any and all claims, transactions, occurrences, obligations, demands, actions, rights,
6 causes of action, damages and liabilities, of whatever kind and nature, character, and
7 description, whether in law or equity, whether sounding in tort, contract, federal, state
8 and/or local law, statute, ordinance, regulation, common law, or other source of law or
9 contract, whether known or unknown, and whether anticipated or unanticipated to the
10 broadest extent possible, arising at any time up to and including the date on which the
11 Court enters the order of Final Approval. The Plaintiffs' Release includes, but is not
12 limited to, any claims that were, or reasonably could have been, alleged, based on the
13 facts contained, in any PAGA Notice or Complaint filed against Defendant by
14 Plaintiffs, or either of them, including the Operative Complaint. The Plaintiffs' Release
15 further includes without limitation and without limiting the generality of the foregoing,
16 any claims (whether state, federal, or administrative), for compensation, salaries, wages,
17 premium pay, bonuses, commissions, overtime, benefits, sick pay, holiday pay,
18 vacation, paid time off, severance pay, paid leave benefits, penalties, interest, damages,
19 back or front pay, costs, expenses, attorneys' fees and costs (except as otherwise
20 provided in this Agreement), employee benefits, promises on any and all of the above,
21 remedies of any other type, breach of contract or duty, fraud, misrepresentation,
22 defamation, discrimination or harassment in any form, retaliation, breach of the implied
23 covenant of good faith and fair dealing, wrongful or tortious discharge in violation of
24 statute or public policy, negligent or intentional interference with contract or
25 prospective economic advantage, assault, battery, invasion of privacy, intentional or
26 negligent infliction of emotional distress, or any other claims arising under any federal,
27 state, local or other governmental statute or ordinance, including without limitation, the
28 National Labor Relations Act; Title VII of the Civil Rights Act of 1964; the Civil
Rights Act of 1991; the Americans with Disabilities Act of 1990; the Fair Labor
Standards Act; the Occupational Safety and Health Act; the consolidated Omnibus
Budget Reconciliation Act of 1985; the Age Discrimination in Employment Act
("ADEA"); the Older Workers Benefit Protection Act; the Worker Adjustment and
Retraining Notification Act ("WARN"); the Employee Retirement Income Security Act
of 1974; the Family and Medical Leave Act of 1993; the Rehabilitation Act of 1973; the
Internal Revenue Code of 1986, as amended; the California Fair Employment and
Housing Act; the California Family Rights Act; the California Labor Code; the
California Civil Code; the California Government Code; the California Constitution;
and all claims for penalties, general damages, compensatory damages, liquidated
damages, punitive damages, exemplary damages, interest, restitution, equitable and
declaratory relief, attorneys' fees and costs (except as otherwise provided in the
Agreement), as well as any other statutes, laws regulations or damages of similar effect.
Plaintiffs' Release does not extend to any claims or actions to enforce the Agreement,
or to any claims for vested benefits, unemployment benefits, disability benefits, social
security benefits, or workers' compensation benefits that arose at any time. Plaintiffs
acknowledge that Plaintiffs may discover facts or law different from, or in addition to,
the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless,
that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding
such different or additional facts or Plaintiffs' discovery of them.

Plaintiffs are deemed to have fully and expressly waived and relinquish the provisions, rights,

1 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

2 A general release does not extend to claims that the creditor or releasing party does not
3 know or suspect to exist in his or her favor at the time of executing the release, and that
4 if known by him or her would have materially affected his or her settlement with the
debtor or released party.

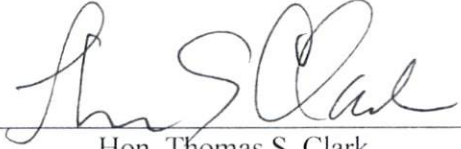
5 Distributions pursuant to the Agreement shall issue in the amounts authorized in the Final
6 Approval Order, according to the deadlines specified in the Agreement.

7 Pursuant to California Code of Civil Procedure § 664.6 and Rule 3.769(h) of the California Rules
8 of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs, Class
9 Members, Aggrieved Employees and Defendant, for the purposes of:

- 10 (a) supervising the implementation, enforcement, construction, and interpretation of the
11 Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
12 and the Judgment; and
13 (b) supervising distribution of amounts paid under the Agreement.

14
15 **JUDGMENT IS ENTERED ACCORDINGLY.**

16
17 Dated: 7-8-25


18 Hon. Thomas S. Clark
KERN COUNTY SUPERIOR COURT JUDGE