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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN BERNARDINO
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11 ANGELA AVALOS, individually, on a
12 representative basis, and on behalf of all
others similarly situated;

13 Plaintiff,

14 vs.

15 SAC HEALTH SYSTEM, a California
16 Corporation; and DOES 1 through 20,
17 inclusive;

18 Defendants.
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Case No.: CIVSB2410641
*[Assigned to Hon. Corey G. Lee, Dept. S37, for
all purposes]*

[PROPOSED] ORDER:

- 1) **PRELIMINARILY APPROVING
CLASS ACTION AND PAGA
SETTLEMENT;**
- 2) **CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) **DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND**
- 4) **SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having reviewed the Class Action and PAGA Settlement Agreement and Release of
2 Claims (the “Settlement Agreement” or “S.A.”), which is attached as Exhibit A to the
3 Declaration of Brian Mankin in Support of Motion for Preliminary Approval of Class Action and
4 PAGA Settlement filed on March 3, 2026, between Plaintiff Angela Avalos (“Plaintiff”) and
5 SAC Health System (“Defendant”) (collectively, the “Parties”), as well as the Memorandum of
6 Points and Authorities in Support of the Unopposed Motion for Preliminary Approval of Class
7 Action Settlement, the documents submitted in support of the motion, and all supporting legal
8 authorities and documents, IT IS HEREBY ORDERED:

9 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
10 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
11 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
12 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
13 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
14 arms-length negotiations conducted after the Parties adequately investigated and became familiar
15 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
16 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

17 2. For settlement purposes only, the Court finds that the proposed Class is
18 ascertainable and that there is a sufficiently defined community of interest among the Class
19 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
20 Class, for settlement purposes only: All current and former nonexempt employees employed by
21 Defendant in California during the Class Period of April 20, 2020, through July 2, 2025.

22 3. Additionally, the “Aggrieved Employees” are defined to include: All current and
23 former nonexempt employees employed by Defendant in California during the PAGA Period of
24 April 23, 2023, through July 2, 2025.

25 4. The class action settlement set forth in the Settlement Agreement between
26 Plaintiff and Defendant is preliminarily approved as it appears to be proper, to fall within the
27 range of a fair, reasonable, and adequate settlement, and to be presumptively valid, subject only
28 to any objections that may be raised at the Final Approval Hearing.

1 5. For settlement purposes only, the Court appoints Plaintiff Angela Avalos as Class
2 Representative, and Brian Mankin and Peter Carlson as Class Counsel.

3 6. The Court approves Phoenix Settlement Administrators to act as the Settlement
4 Administrator, who is directed to fulfill all of the duties and services set forth in the Settlement
5 Agreement, including but not limited to paragraphs 55 to 67. The Settlement Administrator shall
6 file a declaration concurrently with the Motion for Final Approval, authenticating a copy of
7 every objection and request for exclusion received by the Settlement Administrator.

8 7. The Court approves, as to form and content, the Class Notice and finds that the
9 Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd.
10 (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the
11 proposed settlement terms and of their options, including: (1) the nature of the action, the
12 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement;
13 (2) Plaintiff's and Class Counsel's applications for the Class Representative Service Payment,
14 and Class Counsel's request for attorneys' fees and costs; (3) a formula used to determine the
15 Class Member's estimated Individual Class Payment; (4) Class Members' rights to appear
16 through counsel if they desire; (5) how to object to the Settlement or submit an opt-out request if
17 a Class Member wishes to do so; and (6) how to obtain additional information regarding the
18 action and the Settlement. Counsel for the Parties are authorized to correct any typographical
19 errors in settlement and make clarifications, to the extent the same are found or needed, so long
20 as such corrections do not materially alter the substance of the documents.

21 8. The Court approves the procedure for Class Members to participate in, request
22 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
23 and the Class Notice.

24 9. The Court finds that the deadlines and method set forth in the Settlement
25 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the
26 best notice practicable under the circumstances, constitute due and sufficient notice to all persons
27 entitled to notice, and otherwise satisfy the requirements of California law and due process.
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1 10. The Court directs the Settlement Administrator to perform address verification
2 measures and mail the Class Notice by first class mail to the Class Members not later than 10
3 days after it receives the “Class Data” as defined in the Settlement Agreement and to otherwise
4 carry out the Settlement according to the terms of the Settlement Agreement and in conformity
5 with this Order. The Parties are also ordered to carry out the Settlement according to the terms
6 of the Settlement Agreement.

7 11. All Class Members shall be deemed to participate in the Settlement, although any
8 Class Member who wishes to comment on or object to the Settlement or who elects not to
9 participate in the Settlement has until thirty (30) days after the mailing of the Class Notice to
10 submit his or her objection or Request to be Excluded, pursuant to the procedures set forth in the
11 Class Notice.

12 12. The Court approves the handling of unclaimed funds set forth in the Settlement
13 Agreement, specifically that any unclaimed funds in the Administrator’s account as a result of a
14 failure to timely cash a settlement check shall be issued to the State Controller’s Office in the
15 name of the Class Member, as set forth in the Settlement Agreement.

16 13. The following dates shall govern for purposes of this settlement:

17	March 25, 2026	Preliminary Approval (PA) hearing
18	April 20, 2026	Deadline for Administrator to complete first mailing of
19	<i>(24 days after PA)</i>	the Class Notice to all Class Members.
20	May 20, 2026	Deadline for Class Members to submit Requests for
21	<i>(30 days after mailing)</i>	Exclusion, Objections and Disputes to the settlement.
22	16 court days before Final Approval	Deadline for Plaintiff to file and serve Motion for Final
23	hearing	Approval and application for award of fees, costs and
24	9 court days before Final Approval	Deadline for filing of any written opposition to
25	hearing	Plaintiff’s Motion for Final Approval, or filing response
26	5 court days before final approval	Deadline for filing of any written reply to opposition
27	hearing	Motion for Final Approval
28	Date: _____, 2026	Final Approval Hearing
	Time: 8:30 a.m.	<u>Proposed date: July 23, 2026</u>

1 14. A final approval hearing shall be held in this Court on the date and time above to
2 determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be
3 finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class
4 Counsel; and (3) the amount of the Service Payment to the Class Representative.

5 15. Neither this Order, the Settlement Agreement, nor any document referred to
6 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
7 may be construed as, or may be used by Plaintiff or the Class Members in this Action as an
8 admission by or against Defendant or any of the other Released Parties (as that term is defined in
9 the Settlement Agreement) of any fault, wrongdoing or liability whatsoever.

10 16. The Court may, for good cause shown, extend any of the deadlines set forth in
11 this Order. If any Class Member submits an objection to the settlement and the Final Approval
12 Hearing is continued, the Settlement Administrator is directed to give notice of the new hearing
13 date to the objecting party.

14 17. In the event that the Settlement Agreement does not receive final approval or the
15 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
16 shall be vacated.

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

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21 Date: _____

Judge of the Superior Court