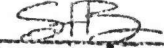


FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

AUG - 6 2026


By: Samantha Bocerra, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ANGELA AVALOS, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

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

Defendants.

Case No.: CIVSB2410641 *Winston KZH*
[Assigned to Hon. ~~Michael Damber~~, Dept
S37, for all purposes]

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT

Plaintiff Angela Avalos' Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class Action and PAGA Settlement Agreement and Release of Claims ("Settlement Agreement") came for a hearing in the above-entitled court. The Final Approval Motion was unopposed by Defendant SAC Health System ("Defendant").

Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is approved. Due and adequate notice having been given to the Class, and the Court having considered the

~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; ENTRY OF JUDGMENT

1 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
2 comments received regarding the proposed settlement, and having reviewed the record in this
3 Action, and good cause appearing,

4 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

5 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
6 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

7 2. The Court has jurisdiction over the subject matter over this Action, Class
8 Representative Angela Avalos, the Class Members, and Defendant.

9 3. For purposes of effectuating this Order and Judgment, this Court has certified the
10 following class: “All current and former nonexempt employees employed by Defendant in
11 California during the Class Period of April 20, 2020, through July 2, 2025.” The Court deems
12 this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

13 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: “All
14 current and former nonexempt employees employed by Defendant in California during the
15 PAGA Period of April 23, 2023, through July 2, 2025.”

16 5. The Court finds that the distribution of the Class Notice, as provided for in the
17 Order Granting Preliminary Approval of the Settlement, constituted the best notice practicable
18 under the circumstances to all Class Members and fully met the requirements of California law
19 and due process under the California and United States Constitution. Based on evidence and
20 other material submitted, the actual notice to the class was adequate.

21 6. The Court finds that the instant Action presented a good faith dispute of the
22 claims alleged, and the Court finds in favor of settlement approval.

23 7. The Released Class Claims on behalf of the Participating Class Members
24 included: “all claims stated in the Complaint and those based solely upon the facts in the
25 Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3)
26 failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse
27 business expenses, (6) failure to pay vested vacation, (7) failure to timely pay final wages, (8)
28 failure to provide accurate itemized wage statements, and (9) unfair and unlawful competition.

1 The time period governing the Released Class Claims shall be the Class Period.”

2 8. The Released PAGA Claims on behalf of the Aggrieved Employees included: “all
3 PAGA claims that Plaintiff alleged against the Released Parties on behalf of herself and the State
4 of California and LWDA, based on the facts stated in the relevant LWDA notice letters and only
5 to the extent that they are alleged in the Complaint, including all PAGA claims seeking civil
6 penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages,
7 (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse
8 business expenses, (6) failure to pay vested vacation, (7) failure to timely pay wages each period,
9 (8) failure to timely pay wages upon separation of employment, (9) failure to provide accurate
10 itemized wage statements, and (10) all other claims for civil penalties recoverable under the
11 Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged
12 in the LWDA notice letters and Complaint. The time period governing the Released PAGA
13 Claims shall be the PAGA Period.”

14 9. There were no objections and one Request for Exclusion to the Settlement
15 submitted by Harley Carlson. Except for this individual, all other Class Members are
16 Participating Class Members, who are entitled to an Individual Class Payment pursuant to the
17 Settlement and this Judgment. Likewise, all Aggrieved Employees are entitled to an Individual
18 PAGA Payment, constituting a pro rata share of PAGA Penalties.

19 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
20 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
21 Parties are directed to perform in accordance with the terms set forth in the Settlement
22 Agreement.

23 11. The Parties are to bear their own costs, except as otherwise provided in the
24 Settlement Agreement.

25 12. With respect to the Class and for purposes of approving this Settlement, this Court
26 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
27 joinder of all members is impracticable; (b) there are questions of law or fact common to the
28 Class Members, and there is a well-defined community of interest among the Class Members

1 with respect to the subject matter of the Action; (c) the claims of the Class Representative are
2 typical of the claims of the Class Members; (d) the Class Representative has fairly and
3 adequately protected the interests of the Class Members; (e) a class action is superior to other
4 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
5 for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff
6 in her individual and representative capacity and for the Class.

7 13. By this Judgment, the Class Representative shall release, relinquish, and
8 discharge, and each of the Participating Class Members shall be deemed to have, and by
9 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
10 discharged all Released Class Claims, as defined in the Settlement Agreement.

11 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
12 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
13 or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or
14 Participating Class Members as an admission of, or evidence of, the validity of any of the
15 Released Class Claims, or of any wrongdoing or liability of Defendant or any of the other
16 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
17 Representative or Participating Class Members as an admission of, or evidence of, any fault or
18 omission of Defendant or any of the other Released Parties in any civil, criminal, or
19 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
20 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
21 this Action in any other action that may be brought against it or them in order to support a
22 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
23 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
24 or similar defense or counterclaim.

25 15. The Settlement Amount to be paid under the Settlement Agreement is \$1,750,000.
26 From this amount, Class Counsel sought attorney's fees of \$612,500 and litigation expenses of
27 \$24,515.56, a Service Award to Class Representative Angela Avalos of \$10,000, a payment to
28 the Settlement Administrator, Phoenix Settlement Administrators, of \$14,000, and \$37,500 to the

1 LWDA for PAGA penalties and \$12,500 to the Aggrieved Employees for PAGA Penalties.
2 Defendant does not oppose these requests. In addition, and concurrently with paying the
3 Settlement Amount, Defendant shall separately pay all employer payroll taxes owed on the wage
4 portion of the Individual Class Payments, which shall be reported through the Settlement
5 Administrator. The Court finds that the Settlement Amount is fair, reasonable and adequate, and
6 awards the payments set forth below from the Settlement Amount:

- 7 A. \$612,500.00 to Class Counsel for attorneys' fees;
- 8 B. \$24,515.56 to Class Counsel for litigation expenses;
- 9 C. \$10,000 to Class Representative Angela Avalos as a Service Award;
- 10 D. \$14,000 to the Settlement Administrator, Phoenix Settlement
11 Administrators;
- 12 E. \$37,500 to the LWDA;
- 13 F. \$12,500 to the Aggrieved Employees on a pro rata basis;
- 14 G. After deducting the foregoing payments from the Settlement Amount, the
15 remainder shall form the Net Settlement Amount payable to the
16 Participating Class Members as set forth in the Settlement Agreement and
17 as calculated by the Settlement Administrator.

18 16. The Settlement Administrator is directed to calculate the Participating Class
19 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA
20 Payments and issue all payments within in accordance with the Settlement Agreement and this
21 Order/Judgment.

22 17. Concurrently with mailing the settlement checks to the Participating Class
23 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
24 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
25 check for the Participating Class Members, noting the following: "Please be advised that on
26 [insert date], 2026, the Superior Court of California for the County of San Bernardino entered
27 Judgment in the case entitled *Avalos v. SAC Health System*, Case No. CIVSB2410641, on behalf
28 of all current and former nonexempt employees employed by Defendant in California during the

Class Period of April 20, 2020, through July 2, 2025.”

18. Defendant is directed to fund the Settlement Amount in accordance with the Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed to calculate the Participating Class Member’s Individual Class Payments from the Net Settlement Amount, as well as the Aggrieved Employees Individual PAGA payment, and issue all payments within in accordance with the Settlement Agreement. The Class Members shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. In the event that a Participating Class Member or Aggrieved Employee does not negotiate a check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator’s account as a result of a failure to timely cash a settlement check shall be issued to the State Controller’s Office for the State of California in the name of the person.

19. The following dates shall govern for purposes of this implementing this Order/Judgment:

August 6, 2026	Final Approval Order is entered and the Effective Date occurs
August 21, 2026	Defendant is ordered to fund the Settlement Amount plus Defendant’s share of payroll taxes owed on Individual Class Payments.
10 Days After Receipt of Funding/Payment	Settlement Administrator to issue all payments.
February 13, 2027 (estimated)	180-day deadline for Participating Class Members and Aggrieved Employees to cash the settlement checks
April 30, 2027	Deadline to file Declaration by Administrator describing: (i) the date the checks were mailed, (ii) the total number of checks mailed to Participating Class Members and Aggrieved Employees, (iii) the number of checks that were uncashed, (iv) the total value of those uncashed checks, and (v) status of issuing payment to the State Controller.
Date: <u>6/4/27</u> Time: 8:30 a.m.	Final Disbursement Hearing Proposed Date of May 28, 2027 <u>6/4/27</u> 830A-7 S37

1 20. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
3 Class Representative, the Class Members, and Defendant for the purposes of supervising the
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement and this Judgment.

6 IT IS SO ORDERED.

7
8 Dated: 8/6/26


Hon. ~~Michael Dauber~~ WINSTON KEN