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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF SAN DIEGO**

15 ROSANIEVES MORAN, SHALIECIA
16 WILLIAMS, and MARY CANTERBURY,
17 individually and on behalf of all others similarly
18 situated,

19 Plaintiffs,

20 v.

21 SHARP HEALTHCARE, a California
22 Corporation; and DOES 1-50, inclusive,

23 Defendant.

Case No. 37-2019-00050203-CU-OE-CTL

Consolidated with

Case No. 37-2021-00041988-CU-OE-CTL

Case No. 37-2021-00051867-CU-OE-CTL

ASSIGNED FOR ALL PURPOSES TO
JUDGE Richard S. Whitney, Dept. C-68

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS/PAGE
SETTLEMENT**

Date: April 7, 2023

Time: 10:30 a.m.

Dept. C-68

Complaint Filed: September 23, 2019

Trial Date: Not Set

1 WHEREAS this Action is pending before this Court as a putative class action lawsuit and
2 Private Attorney General Action brought by the Plaintiffs Rosanieves Moran, Shaliecia Williams and
3 Mary Canterbury (“Plaintiffs”) against Defendant Sharp Healthcare (“Defendant”); and

4 WHEREAS, Class Counsel applied to this Court for an order preliminarily approving the
5 settlement of the Action in accordance with the Joint Stipulation of Class Action and Private Attorney
6 General Act (“PAGA”) Settlement and Release (the “Stipulation” or “Settlement” or “Agreement”),
7 which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed
8 Settlement and final resolution of the Action upon the terms and conditions set forth therein; and the
9 Court having read and considered the Stipulation and the exhibits annexed thereto;

10 NOW, THEREFORE, IT IS HEREBY ORDERED:

11 1. This Order incorporates by reference the definitions in the Stipulation, and all terms
12 defined therein shall have the same meaning in this Order as set forth in the Stipulation. Per the
13 Parties’ Stipulation, the Court hereby conditionally certifies the following Class for settlement
14 purposes only: All current and former non- employees of Defendant, excluding bargaining unit nurses,
15 from September 23, 2015 through March 13, 2023.

16 2. Upon the Effective Date, Participating Class Members who do not opt out of the
17 Settlement will release all claims that were alleged or that could have been alleged based on the facts
18 of Plaintiffs’ operative complaint as defined in the Stipulation as “Released Claims” from September
19 23, 2015 through March 13, 2023. The “Released Parties” are Defendant and its affiliates, parent, and
20 each of their company-sponsored employee benefit plans, and their respective successors and
21 predecessors in interest, all of their respective officers, directors, employees, administrators,
22 fiduciaries, trustees and agents, and each of their past, present and future officers, directors
23 shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors,
24 consultants, and attorneys.

25 3. Should, for whatever reason, the Settlement not become final, the fact that the Parties
26 were willing to stipulate to class certification as part of the Settlement shall have no bearing on, nor
27 be admissible in connection with, the issue of whether a class should be certified in a non-settlement
28 context.

1 4. Plaintiffs are hereby appointed and designated, for all purposes, as the Class
2 Representatives of the Class, and the following attorneys are hereby appointed and designated as
3 counsel for the Class Representatives and the Class: James R. Hawkins and Greg Mauro of James
4 Hawkins APLC and Norman Blumenthal, Kyle Nordrehaug and Nicholas De Blouw of Blumenthal
5 Nordrehaug Bhowmik De Blouw LLP (“Class Counsel”). Class Counsel are authorized to act on
6 behalf of Class Members with respect to all acts or consents required by, or which may be given
7 pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement.
8 Any Class Member may enter an appearance through counsel of such Class Member’s own choosing
9 and at such Class Member’s own expense. Any Class Member who does not enter an appearance or
10 appear on his or her own will be represented by Class Counsel.

11 5. The Court finds on a preliminary basis that the Settlement appears to be fair, reasonable
12 and adequate, and one that would merit, ultimately, final approval by this Court. The Court has
13 reviewed the Settlement and recognizes the value thereof to the Class Members. The Court finds, on
14 a preliminary basis, that the Settlement is fair, adequate and reasonable as to all Class Members when
15 balanced against the potential outcomes of further litigation relating to liability and damages issues.
16 The Court further finds that the Settlement has been reached as the result of serious and non-collusive,
17 arms-length negotiations by Defendants and Plaintiff (the “Settling Parties”).

18 6. A final approval hearing (the “Final Approval Hearing”) shall be held before this Court,
19 located at 330 W. Broadway, San Diego, California, 92101, on _____, 2023 at
20 _____.m., in Department C-68, to determine all necessary matters concerning the Settlement,
21 including: whether the proposed settlement of the Action should be finally approved by the Court;
22 whether a Judgment, as provided in the Stipulation, should be entered herein; whether the plan of
23 allocation contained in the Stipulation should be approved as fair, adequate and reasonable to the Class
24 Members; and to finally approve Class Counsel’s Fees and Expenses, the Class Representatives’
25 service awards, the PAGA Payment and the Settlement Administration Costs.

26 7. The Court hereby approves, as to form and content, the Class Notice, attached as
27 Exhibit A to the Stipulation. The Court finds that distribution of the Class Notice, substantially in the
28 manner and form set forth in the Stipulation and this Order, meets the requirements of due process, is

1 the best notice practicable under the circumstances, and will constitute due and sufficient notice to all
2 persons entitled thereto.

3 8. The Court hereby appoints ILYM Group as Settlement Administrator and hereby
4 directs the Settlement Administrator to simultaneously mail or cause to be mailed to Class Members
5 the Class Notice by first class mail at their last known address within ten (10) calendar days of
6 receiving a Class List from Defendant.

7 9. Any Class Member (as defined by the Stipulation) may choose to opt-out of the
8 Settlement or object to the Settlement as provided in the Class Notice by following the instructions for
9 requesting exclusion from the Class or objecting to the settlement. Class Members will have forty-
10 five (45) days from the date of mailing of the Class Notice in which to postmark objections or a notice
11 of opting out. Prior to the initial mailing, the Settlement Administrator will check all Class Member
12 addresses against the National Change of Address database and shall update any addresses before
13 mailing. The Settlement Administrator will skip trace and re-mail all returned, undelivered mail
14 within five (5) days of receiving notice that a Notice was undeliverable. The obligation to trace and
15 resend returned Class Notices shall cease after two mailings or thirty (30) calendar days after the initial
16 mailing, whichever occurs first. The Response Deadline shall be either the original Response Deadline
17 or fifteen (15) calendar days after the remailing of a Class Notice in accordance with the Agreement,
18 whichever is later Any written request to opt-out must be signed by each such person opting out. All
19 Class Members who do not timely and properly notify the Settlement Administrator of their desire to
20 opt-out of the Settlement, shall become bound by all determinations of the Court, the Stipulation and
21 Judgment.

22 10. Any Class Member who did not opt-out may appear at the Settlement Hearing and may
23 object to the Settlement, and may present evidence and file briefs or other papers that may be proper
24 and relevant to the issues to be heard and determined by the Court as provided in the Notice. In order
25 to object the Class Member may submit to the Settlement Administrator a written statement explaining
26 their Objection to the Settlement no later than the Response Deadline set forth in the Class Notice.
27 Counsel for the Parties shall file any response to the objections submitted by objecting Class Members
28 at least ten (10) court days before the date of the Final Approval Hearing.

1 11. The Settlement is not a concession or admission, and shall not be used against
2 Defendant or any of the Released Parties as an admission or indication with respect to any claim of
3 any fault or omission by Defendant or any of the Released Parties. Whether or not the Settlement is
4 finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related
5 to the Settlement, nor any reports or accounts thereof, shall in any event be:

6 a. Construed as, offered or admitted in evidence as, received as or deemed to be
7 evidence for any purpose adverse to the Settling or Released Parties, including, but not limited to,
8 evidence of a presumption, concession, indication or admission by any of the Settling or Released
9 Parties of any liability, fault, wrongdoing, omission, concession or damage; or

10 b. Disclosed, referred to, or offered or received in evidence against any of the
11 Settling or Released Parties in any further proceeding in the Action, or in any other civil, criminal or
12 administrative action or proceeding, except for purposes of settling the Action pursuant to the
13 Stipulation.

14 12. As of the date this Order is signed, all dates and deadlines associated with the Action
15 shall be stayed, other than those pertaining to the administration of the Settlement of the Action.

16 13. In the event the Settlement does not become effective in accordance with the terms of
17 the Stipulation, or the Settlement is not finally approved, or is terminated, canceled or fails to become
18 effective for any reason, this Order shall be rendered null and void and shall be vacated and the Parties
19 shall revert to their respective positions as of before entering into the Stipulation.

20 The Court reserves the right to adjourn or continue the date of the Settlement Hearing and all
21 dates provided for in the Stipulation without further notice to Class Members, and retains jurisdiction
22 to consider all further applications arising out of or connected with the proposed Settlement.

23
24 Dated: _____

JUDGE OF THE SUPERIOR COURT