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18 PARKVIEW COMMUNITY HOSPITAL MEDICAL CENTER  
19 \* ADDITIONAL ATTORNEYS ON FOLLOWING PAGE

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
21 **FOR THE COUNTY OF RIVERSIDE**

22 MINDY WILSON, as an individual and on  
23 behalf of all others similarly situated,

24 Plaintiffs,

25 vs.

26 DOCTORS HOSPITAL OF RIVERSIDE  
27 LLC, A Limited Liability Company;  
28 PARKVIEW COMMUNITY HOSPITAL  
MEDICAL CENTER, A Nonprofit Public  
Benefit Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. RIC2001079

*Assigned for All Purposes to Honorable Sunshine  
S. Sykes in Department 6*

**JOINT STIPULATION AND SETTLEMENT  
OF CLASS ACTION BETWEEN PLAINTIFF  
AND DEFENDANT PARKVIEW  
COMMUNITY HOSPITAL MEDICAL  
CENTER**

**ADDITIONAL COUNSEL FOR PLAINTIFF**

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Attorneys for Plaintiff and the Class

1 This Joint Stipulation and Settlement of Class Claims Between Plaintiff and Defendant  
2 Parkview Community Hospital Medical Center (“Stipulation of Settlement” or “Settlement”) is  
3 made and entered into by and between Plaintiff Mindy Wilson (the “Class Representative,” or  
4 “Plaintiff”), individually and on behalf of all others similarly situated, and Defendant Parkview  
5 Community Hospital Medical Center (“Parkview,” or “Defendant”) (Plaintiff and Defendant are  
6 collectively referred to as the “Parties” and each as a “Party”). This Settlement shall not be  
7 applicable to co-Defendant Doctors Hospital of Riverside, LLC (“DHOR”).<sup>1</sup>

8 THE PARTIES STIPULATE AND AGREE as follows:

9 **DEFINITIONS**

10 1. “Action” shall mean the lawsuit filed by Plaintiff Mindy Wilson against Defendant  
11 on or about March 6, 2020 captioned *MINDY WILSON, as an individual and on behalf of all others*  
12 *similarly situated, Plaintiffs v. DOCTORS HOSPITAL OF RIVERSIDE LLC, A Limited Liability*  
13 *Company; PARKVIEW COMMUNITY HOSPITAL MEDICAL CENTER, A Nonprofit Public*  
14 *Benefit Corporation; and DOES 1 through 50, inclusive, Defendants* in the Superior Court of the  
15 State of California for the County of Riverside, Case No. RIC2001079.

16 2. “Claims Administrator” means PHOENIX SETTLEMENT ADMINISTRATORS, a  
17 qualified, third party, claims administrator.

18 3. “Class Counsel” shall mean Diversity Law Group, A.P.C., the Law Offices of Choi  
19 & Associates, P.C. and Hyun Legal, APC.

20 4. “Class Period” means any time between March 6, 2017 through February 1, 2019.

21 5. “Class Representative” or “Plaintiff” shall mean Plaintiff Mindy Wilson.

22 6. “Court” means the Superior Court of the State of California for the County of  
23 Riverside.

24 7. “Court’s Final Order and Judgment” means the Final Order Approving Class Action  
25 Settlement and Judgment in a form to be agreed upon by the Parties and approved by the Court.

26 \_\_\_\_\_  
27 <sup>1</sup> Plaintiff and DHOR have entered into a separate Private Attorney General Act Settlement  
28 Agreement which was approved by the Court on May 9, 2022.

1           8.       “Defendant’s Counsel” shall mean Jackson Lewis, P.C.

2           9.       “Effective Date” shall have the meaning ascribed to it in Paragraph 28(b), below.

3           10.      “Final Approval Hearing” shall mean the hearing whereat the Court shall consider,  
4 without limitations, any timely objections to the Settlement from Class Members, testimony from  
5 the Parties or their counsel, declarations regarding the claims process from the Claims  
6 Administrator, and otherwise make a final determination regarding the fairness of the Settlement as  
7 set forth herein.

8           11.      “Net Settlement Fund” means the Settlement Fund after the deduction of the  
9 amounts awarded for attorneys’ fees and costs, class representative service payment, and claims  
10 administration costs.

11          12.      “Notice of Proposed Settlement” or “Class Notice” means the Notice of Pendency  
12 of Class Action Settlement in substantially the form attached hereto as Exhibit A, and as approved  
13 by the Court.

14          13.      “Parties” shall refer to the Plaintiff and Defendant, each of whom is a “Party.”

15          14.      “Released Parties” collectively means Defendant, as well as its directors, officers,  
16 agents, and employees.

17          15.      “Service Payment” shall mean the special service payment made to Plaintiff in her  
18 capacity as Class Representative, which sum is over and above her pro-rata share as a class  
19 member.

20          16.      “Settlement Awards” shall mean the monetary payments made to the Settlement  
21 Class who do not validly opt-out of this Settlement.

22          17.      “Settlement Class Award” shall mean the pro-rata share of the Net Settlement  
23 Amount for Settlement Class Members who do not validly opt-out of this Settlement.

24          18.      “Settlement Class Member(s)” or “Class Member(s)” means the collective of the  
25 two following sub-classes: (a) all non-exempt employees of Defendant who were paid shift  
26 differentials and sick pay wages in same period and whose employment ended at any time during  
27 the Class Period (the “Sick Pay Sub-Class Members”); and (b) all employees who allegedly  
28 transitioned employment from Parkview to DHOR at the end of the Class Period (the “Late Pay

1 Sub-Class Members”). Parkview expressly denies that the actual employment transition date from  
2 Parkview to DHOR was at the end of the Class Period, but agrees to the Class Period end date of  
3 February 1, 2019. Parkview represents that the Settlement Class Members does not exceed 990  
4 individuals. In the event the actual number of Settlement Class Members exceeds 990, Parkview  
5 agrees to increase the Settlement Fund by an additional \$505.05 for each additional Settlement  
6 Class Member beyond 990.

7 19. “Settlement Fund” refers to the Five Hundred Thousand Dollars and Zero Cents  
8 (\$500,000.00) that Defendant will pay pursuant to this Settlement. Defendant will not be required  
9 to pay any additional monies beyond the amount of the Settlement Fund under any provision of this  
10 Settlement.

11 **RECITALS**

12 20. On February 27, 2020, the Diversity Law Group, P.C., on behalf of Plaintiff, sent  
13 the Labor and Workforce Development Agency a letter alleging that Defendant failed to timely pay  
14 all earned wages upon the termination of employment, including the failure to pay sick pay wages,  
15 in violation of Labor Code §§ 201-203 and 246.

16 21. On March 6, 2020, Plaintiff filed a Class Action Complaint against Defendant and  
17 DHOR, on behalf of Plaintiff and other similarly situated employees alleging: (1) violation of  
18 Labor Code §226; and (2) Violation of Labor Code §§201-203, alleging a class period of March 6,  
19 2017 to the present. On April 30, 2020, Plaintiff filed a First Amended Complaint adding a cause  
20 of action for Violation of Labor Code §2698, *et seq.* (“PAGA”). On September 10, 2020, the Court  
21 granted Defendant’s Motion to Compel Arbitration and ruled that Plaintiff’s signed arbitration  
22 agreement with DHOR, signed on July 22, 2019, operated to compel all class claims against  
23 Parkview between February 1, 2019, and July 1, 2019, to arbitration as an express affiliate and  
24 agent of DHOR. On October 26, 2020, Plaintiff filed a Second Amended Complaint for Violation  
25 of Labor Code §§201-203 and (2) Violation of Labor Code §2698, *et seq.* (“Operative  
26 Complaint”). The Operative Complaint constricted the Class Period against Parkview to February  
27 1, 2019, due to the alleged transition of the hospital from Parkview to DHOR in light of the signed  
28

1 arbitration agreement with DHOR. On November 30, 2020, Defendant Parkview filed an Answer  
2 to the Operative Complaint.

3 22. On August 10, 2021, the Parties participated in a full-day mediation with mediator  
4 Gig Kyriacou, Esq. The Parties were not able to settle at the mediation. However, with the  
5 assistance of the mediator, the Parties continued to engage in settlement negotiations. On  
6 November 8, 2021, and pursuant to a mediator’s proposal, the Parties settled the matter and now  
7 enter into this more detailed, formalized settlement agreement to submit to the Court for  
8 preliminary and final approval.

9 23. Solely for the purpose of settling this case only, the Parties stipulate and agree that  
10 the requisites for establishing class certification with respect to the Settlement Class meet the  
11 requirements of Code of Civil Procedure § 382.

12 24. Defendant denies any liability or wrongdoing of any kind whatsoever associated  
13 with the claims in the Action, and further denies that, for any purpose other than settling this  
14 lawsuit, this Action is appropriate for class action or representative treatment.

15 25. It is the Parties’ desire to fully, finally and forever settle, compromise and discharge  
16 all disputes and claims arising from or related to the allegations of this Action. The alleged PAGA  
17 claims against Defendants in the Operative Complaint have been fully released and resolved  
18 through the PAGA resolution with DHOR in this matter and Plaintiff agrees to dismiss her PAGA  
19 claim against Defendant.

20 26. Class Counsel has conducted a thorough investigation into the facts of this Action,  
21 including propounding discovery, meeting and conferring on discovery responses, an extensive  
22 review of relevant documents and data, preparing appellate briefs, and has diligently pursued an  
23 investigation of claims of the members of the Settlement Class against Defendant. Based on its  
24 own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement  
25 with Defendant is fair, reasonable and adequate and is in the best interest of the Settlement Class in  
26 light of all known facts and circumstances, including the risks of significant delay, the Settlement  
27 Class being decertified, and the defenses asserted by Defendant. Defendant and Defendant’s  
28 Counsel also agree that the Settlement is fair and in the best interests of the Settlement Class.



1 prejudice to the rights of any of the Parties, all of whom shall be restored to their respective  
2 positions prior to the entry of this Settlement.

3 c. Settlement Amount: To implement the terms of this Settlement, Defendant agrees to  
4 pay a total of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) (“Settlement Fund”),  
5 which includes payments to Settlement Class Members (the “Settlement Awards”), Service  
6 Payment to the Class Representative, the Claims Administrator’s fees and costs, approved  
7 attorneys’ fees and litigation costs, and any other payments provided by this Settlement. Under no  
8 circumstances shall Defendant be required to pay any additional monies beyond the amount of the  
9 Settlement Fund. Further, under no circumstances whatsoever shall any portion of the Settlement  
10 Fund ultimately revert to Defendant, and any amount of the Settlement Fund not required to pay  
11 the above referenced costs shall be paid to the Settlement Class on a pro rata basis according to the  
12 terms and conditions contained herein. Defendant shall wire the Settlement Fund to the Claims  
13 Administrator within five (5) calendar days of the Effective Date.

14 d. Allocation of Settlement Fund: The Parties agree the Settlement Fund, subject to  
15 Court approval, shall be allocated as follows:

16 i. The Net Settlement Fund will be paid to the Settlement Class Members who  
17 do not validly opt-out of this Settlement on an equal pro-rata basis. To the extent that amounts in  
18 Subparagraphs (iii) through (vi) below are not approved by the Court, such amounts will be  
19 reallocated to the Net Settlement Fund unless allocated otherwise by agreement of the Parties, with  
20 approval of the Court. One-Hundred Percent (100%) of the Settlement Award shall be classified as  
21 penalties. Within fifteen (15) calendar days after the Effective Date, the Claims Administrator  
22 shall issue to each Settlement Class Member who does not validly opt-out of this Settlement his/her  
23 portion of the Settlement Class Award. Settlement Class Members shall have one-hundred eighty  
24 (180) days from the date of issuance of the check to negotiate the check. The funds from any  
25 checks returned as undeliverable, and any checks not negotiated within 180 days, shall be  
26 transmitted to the California State Controller’s office in the name of the class member.

27 ii. Settlement Awards Do Not Trigger Additional Benefits: All Settlement  
28 Awards to the Settlement Class shall be deemed to be income solely in the year in which such

1 Settlement Awards are issued to the members of the Settlement Class. It is expressly understood  
2 and agreed that the receipt of such Settlement Awards will not entitle any Settlement Class  
3 Member to additional compensation or benefits under any company bonus, contest or other  
4 compensation or benefit plan or agreement in place (including, but not limited to, health and  
5 welfare benefits) during the period covered by the Settlement, nor will it entitle any Settlement  
6 Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred  
7 compensation benefits. It is the intent of this Settlement that the Settlement Awards provided for  
8 in this Stipulation of Settlement are the sole payments to be made by Defendant to the Settlement  
9 Class in connection with the Action and this Settlement, and that the Settlement Class is not  
10 entitled to any new or additional compensation or benefits as a result of having received the  
11 payments (notwithstanding any contrary language or agreement in any benefit or compensation  
12 plan document that might have been in effect during the period covered by this Settlement).

13           iii. Claims Administrator: The fees and expenses of the Claims Administrator,  
14 up to a maximum amount of Ten Thousand Five Dollars and Zero Cents (\$10,500.00), for work  
15 done shall be paid out of the Settlement Fund. If the Settlement is not given Final Approval by the  
16 Court, and except as otherwise provided herein, Plaintiff and Defendant shall equally bear the cost  
17 of such fees and expenses.

18           iv. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval,  
19 Defendant further agrees to pay Class Counsel within fifteen (15) calendar days after the Effective  
20 Date attorneys' fees in the total sum of up to one-third (1/3) of the Settlement Fund, or  
21 approximately One Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and Sixty Six  
22 Cents (\$166,666.66) and litigation costs in the total sum of up to Twelve Thousand Five Hundred  
23 Dollars and Zero Cents (\$12,500.00). Defendant will not object to Class Counsel's application for  
24 attorneys' fees and costs in these amounts. The amount set forth above will cover all work  
25 performed and all fees and costs incurred to date, and all work to be performed and all fees and  
26 costs to be incurred in the future in connection with the approval by the Court of this Stipulation of  
27 Settlement and the administration of the Settlement. Should Class Counsel request a lesser amount,  
28 or should the Court approve a lesser amount of attorneys' fees and/or attorneys' costs, the

1 difference between the lesser amount and the maximum amount set forth above shall be added  
2 back into the Net Settlement Fund. Class counsel will not be entitled to further fees or costs from  
3 Defendant if it elects to appeal any reduction in the requested fee or cost award.

4 v. Class Representative: Subject to the Court's approval, Defendant further  
5 agrees to pay within fifteen (15) calendar days after the Effective Date the Class Representative a  
6 Service Payment up to a maximum of Five Thousand Dollars and Zero Cents (\$5,000.00) for  
7 reimbursement for her service as Class Representative. Defendant will not object to Class  
8 Counsel's application for Court approval of a Service Payment to the Class Representative in the  
9 amount of \$5,000.00. It is understood that the Service Payment is in addition to any claimed  
10 individual Settlement Class Award to which Plaintiff is entitled.

11 vi. Tax Forms and Indemnification: The Claims Administrator shall be  
12 responsible for issuing the payments and withholding all required state and federal taxes in  
13 accordance with this Stipulation of Settlement. The Claims Administrator will issue IRS Forms  
14 1099 with respect to the amounts paid to the Settlement Class Members, which shall be classified  
15 as 100% penalties. The Claims Administrator will also issue IRS Forms 1099 to: (1) Plaintiff for  
16 the Service Payment for her service as Class Representative; and (2) Class Counsel for the amount  
17 paid for approved fees and costs. The Claims Administrator will be responsible for preparing these  
18 forms correctly. Plaintiff and Class Counsel will be responsible for correctly characterizing this  
19 compensation for tax purposes and for paying any taxes on the amounts received. Plaintiff and  
20 Class Counsel agree to indemnify Defendant for any liability it may incur to any tax authority on  
21 account of Plaintiff's and/or Class Counsel's failure to pay all taxes due on the Service Payment  
22 and/or awarded attorneys' fees and costs.

### 23 CLASS MEMBER LIST

24 29. Within fourteen (14) calendar days of preliminary approval of this Settlement by  
25 the Court, Defendant shall provide to the Claims Administrator a Settlement Class List, consisting  
26 of the names, addresses, and social security numbers of the Settlement Class Members.

27 30. Defendant's records will be presumed determinative with respect to whether an  
28 individual is a Class Member.

1                   31. The Class List and any other data provided by Defendant to the Claims  
2 Administrator shall be treated as confidential and not subject to disclosure by the Claims  
3 Administrator to Class Counsel, or to any third party (except to the extent necessary for the Claims  
4 Administrator to perform its obligations described in this Stipulation of Settlement) and shall not  
5 be used by the Claims Administrator for any purpose other than as permitted by this Stipulation of  
6 Settlement. Further, the Claims Administrator shall use commercially reasonable efforts to secure  
7 the data provided by Defendant at all times so as to avoid inadvertent or unauthorized disclosure or  
8 use of such data other than as permitted by this Stipulation of Settlement and shall destroy the data  
9 (and all copies of it) in a complete and secure manner when such data is no longer required for  
10 purposes of this Stipulation of Settlement. At no time during the settlement process will any Class  
11 Member's address, telephone number or Social Security Number be filed with the Court, except  
12 under seal as may be ordered by the Court. The Claims Administrator shall ensure the Notice,  
13 Exclusion Form, Objection Form and any other communications to Class Members shall not  
14 include the Class Members' Social Security Number except for the last four digits. Class Members  
15 may, however, be required to submit a form W-2 or W-9 as required by the Claims Administrator  
16 for tax reporting purposes.

17                   32. Defendant or Class Counsel may communicate with the Claims Administrator upon  
18 simultaneous notice provided to the other Party. In the event that either Defendant or Class  
19 Counsel take the position the Claims Administrator is not acting in accordance with the terms of  
20 this Stipulation of Settlement, the Parties' counsel shall meet and confer and then, if necessary,  
21 with the Claims Administrator and/or the Court in an effort to resolve the issue or dispute.

22                   33. The Claims Administrator (along with any of its agents) shall represent and warrant  
23 that it will: 1) provide reasonable and appropriate administrative, physical and technical safeguards  
24 for any personally identifiable information ("PII"), which it receives from Defendant's Counsel  
25 and/or Class Counsel; 2) not disclose the PII to third parties, including agents or subcontractors,  
26 without Defendant's consent; 3) not disclose or otherwise use the PII other than to carry out its  
27 duties as set forth herein; 4) promptly provide Defendant with notice if PII is subject to  
28 unauthorized access, use, disclosure, modification, or destruction; and 5) destroy the PII upon



1 maintain a photocopy of their Exclusion Form, reflecting that it was submitted in a timely manner.  
2 Any disputes regarding the timeliness of an Exclusion Form or whether an Exclusion Form  
3 constitutes a valid request that cannot be resolved between the Parties shall be determined by the  
4 Court, whose determination shall be final.

5 Any Settlement Class Member who validly excludes him/herself from this Settlement shall  
6 not be bound by this Settlement and shall not be entitled to any portion of the Settlement Class  
7 Award.

8 37. If ten percent (10%) or more of the Settlement Class opt out of the Settlement Class  
9 by submitting valid and timely Exclusion Forms, Defendant shall have the right in its sole  
10 discretion to rescind and void the Parties' Settlement at any time before final approval by the  
11 Court, by providing written notice to Class Counsel at least fourteen (14) calendar days prior to the  
12 final fairness hearing, provided the Claims Administrator has previously furnished Defendant with  
13 the number and percentage of valid and timely Exclusion Forms. If Defendant exercises this  
14 option, Defendant shall pay all costs of administration incurred up to that date.

15 **OBJECTIONS TO THE SETTLEMENT**

16 38. Each Settlement Class Member who does not opt-out of this Settlement shall  
17 have forty-five (45) calendar days from the mailing of the Notice of Proposed Settlement, or such  
18 number of days as the Court shall specify, within which to postmark a written objection, by  
19 submission of a completed Objection Form (attached hereto as Exhibit C) to the Claims  
20 Administrator. In order for the Objection Form to be deemed valid, the Class Member must  
21 provide a written statement of the grounds for his or her objection, sign the Objection Form, return  
22 the form by mail to the Settlement Administrator at the specified address indicated in the Notice of  
23 Proposed Settlement. The Class Member may include with the Objection Form any copies of any  
24 evidence and supporting papers (including, without limitation, all briefs, written evidence, and  
25 declarations) upon which the objection is based. Class Members may also submit their objection in  
26 any other written format in lieu of the Objection Form, as long as they provide their name and  
27 contact information, the case name and number, provide a written statement of the grounds for  
28 their objection(s), mail the objection to the Claims Administrator at the specified address, and

1 postmark the written objection on or before forty-five (45) calendar days from the mailing of the  
2 Notice of Proposed Settlement. Further, objecting Class Members may appear at the Final  
3 Approval hearing, either in person or through counsel retained at his or her expense, to have their  
4 objections heard, whether or not they submitted a prior written objection. The Claims  
5 Administrator will forward all valid and timely written objections received to the Parties, and the  
6 Parties will be permitted to respond in writing to such objections at least seven (7) calendar days  
7 prior to the Final Approval hearing or within the time period set by the Court. Any Class Members  
8 who do not submit a written objection according to this Paragraph or do not present an objection at  
9 the Final Approval hearing will be deemed to have waived any objections and will be foreclosed  
10 from making any objection to the Settlement, including by appealing the order granting Final  
11 Approval. At no time shall any of the Parties or their counsel seek to solicit or otherwise  
12 encourage Class Members to object to the Settlement or appeal from the Order and Judgment.  
13 Class Counsel shall not represent any Class Members with respect to any such objections to this  
14 Settlement. Any Class Member who submits a valid Exclusion Form shall not be allowed to object  
15 to this Settlement.

16 **RELEASE BY THE SETTLEMENT CLASS**

17 39. Upon funding of the Settlement Fund by Defendant, each Sick Pay Sub-  
18 Class Member who has not submitted a valid request for exclusion fully releases and discharges  
19 Defendant and the Released Parties, from any and all claims, debts, liabilities, demands,  
20 obligations, guarantees, costs, expenses, attorneys' fees, and/or damages, including without  
21 limitation for violation of Labor Code §§ 201-203 and 246, based on the facts alleged in the  
22 Operative Complaint, and any claims for unpaid regular rate of pay as it relates to sick pay that  
23 arose during the Class Period (the "Sick Pay Sub-Class Member Released Claims"), and upon  
24 funding of the Settlement Fund by Defendant, each Late Pay Sub-Class Member who has not  
25 submitted a valid request for exclusion fully releases and discharges Defendant and the Released  
26 Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs,  
27 expenses, attorneys' fees, and/or damages, including without limitation for violation of Labor Code  
28 §§ 201-203, based on the facts alleged in the Operative Complaint, and any claims for unpaid

1 regular rate of pay as it relates to sick pay that arose during the Class Period (the “Late Pay Sub-  
2 Class Member Released Claims”).

3 **RELEASED CLAIMS BY CLASS REPRESENTATIVE**

4 40. Released Claims by Class Representative. The Class Representative  
5 hereby fully and finally releases and discharges Defendant and the Released Parties, from any and  
6 all claims, whether known or unknown, at any time up to and including the date of preliminary  
7 court approval of this Settlement, involving federal, state and/or local law, statute, ordinance,  
8 regulation, common law or other source of law including those arising from or dependent on the  
9 California Labor Code; the Fair Labor Standard Act; California Business and Professions Code  
10 Section 17200 *et seq.*, whether or not such claims are in the nature of claims for damages, unpaid  
11 wages including, but not limited to, overtime and minimum wages and payments for alleged meal  
12 and rest period violations, improper deductions, unreimbursed business expenses and any and all  
13 available penalties including, but not limited to, record-keeping penalties, pay stub penalties,  
14 failure to pay on time penalties, minimum wage penalties, meal and rest period penalties and  
15 premium payments, waiting time penalties, interest and other claims or penalties and other alleged  
16 state or federal law wage and hour violations, attorneys’ fees and/or injunctive relief.

17 41. Class Representative waives all rights and benefits afforded by Section  
18 1542 of the Civil Code of the State of California and does so understanding the significance of that  
19 waiver. Section 1542 provides: “A general release does not extend to claims that the creditor or  
20 releasing party does not know or suspect to exist in his or her favor at the time of executing the  
21 release and that, if known by him or her, would have materially affected his or her settlement with  
22 the debtor or released party.”

23 42. If this Settlement is not approved by the Court, neither the  
24 Settlement nor this Stipulation of Settlement shall be used or shall be admissible in any subsequent  
25 proceedings either in this Court or in any other Court or forum.

26 43. The Parties shall keep the terms and conditions of this Settlement confidential  
27 until the Motion for Preliminary Approval is filed with the Court. The Parties acknowledge and  
28 agree that neither they nor Class Counsel or Defense Counsel will issue any press release or initiate

1 any contact with the press, disclose to the press the fact or terms of the Settlement or respond to  
2 any press inquiry concerning the Settlement until the Motion for Preliminary Approval is filed with  
3 the Court. This confidentiality provision shall not prohibit Class Counsel from timely posting the  
4 Complaint, Preliminary Approval Motion, Final Approval Motion, Attorneys' Fee Request and this  
5 Agreement.

6 44. Any communication about the Settlement with Class Members prior to the Court-  
7 approved Notice packet being mailed by the Claims Administrator will be limited to a general  
8 statement that a settlement has been reached and that the details will be communicated to them by  
9 U.S. Mail in a forthcoming Court-approved Notice.

10 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

11 45. Class Counsel shall promptly submit this Stipulation of Settlement to the  
12 Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court as  
13 to whether the proposed Settlement is within the range of possible judicial approval. Promptly  
14 upon execution of this Stipulation of Settlement, Class Counsel shall apply to the Court for the  
15 entry of an order substantially in the following form:

16 a. Scheduling of the Final Approval Hearing on the question of whether the proposed  
17 Settlement, including payment of attorneys' fees and costs and the Class Representative's Service  
18 Payment should be finally approved as fair, reasonable and adequate as to the Settlement Class  
19 Members;

20 b. Certifying the Settlement Class;

21 c. Approving the manner and method for the Settlement Class Members to request  
22 exclusion from the Settlement as contained herein and within the Notice of Proposed Settlement;

23 d. Directing the mailing of the Notice of Proposed Settlement by first class mail to the  
24 Settlement Class Members; and

25 e. Preliminarily approving the Settlement subject only to the objections of the  
26 Settlement Class Members and final review by the Court.

27 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

28 46. Following final approval by the Court of the settlement provided for in this

1 Stipulation of Settlement, Class Counsel shall submit a proposed Final Order and Judgment in  
2 approximately the following form:

3 Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate,  
4 and directing consummation of its terms and provisions including the approval of Class Counsel's  
5 application for an award of attorneys' fees and costs and the Service Payment to the Class  
6 Representative.

7 **CONDITIONS PRECEDENT TO SETTLEMENT TAKING EFFECT**

8 47. The Parties enter into this Stipulation of Settlement and the Settlement contained  
9 therein on a conditional basis. The Stipulation of Settlement and Settlement contained therein is  
10 contingent upon, and will become final and effective, only upon the occurrence of all of the  
11 following events: (1) the Court entering an Order granting preliminary approval of the Settlement  
12 and conditional certification of a Class for settlement purposes only consistent with the terms  
13 described in this Agreement (or as otherwise agreed upon in writing by the Parties); (2) the Claims  
14 Administrator mailing the Notice of Proposed Settlement, Exclusion Form and Objection form to  
15 Class Members in accordance with the Court's Order granting preliminary approval of the  
16 Settlement; (3) the Court setting and later conducting a fairness hearing; (4) the Court later entering  
17 an Order granting final approval of the Settlement and a Judgment thereon consistent with the  
18 terms described in this Agreement (or as otherwise agreed upon in writing by the Parties); and  
19 (5) the Effective Date occurring.

20 48. This Stipulation of Settlement is contingent upon each of the conditions precedent in  
21 Paragraph 28(b) occurring and is entered into voluntarily by the Parties for settlement purposes  
22 only. If the Court does not grant preliminary or final approval of this Settlement or, if appealed,  
23 the Settlement is not affirmed, or if the Settlement does not become effective for any other reason,  
24 the Parties agree that conditional Class Certification for settlement purposes only will  
25 automatically be deemed revoked as of that date. In the event that the conditional Class  
26 Certification for settlement purposes is deemed revoked, the class certification for settlement  
27 purposes only shall have no precedential value and it shall not be introduced into evidence or used  
28 for any other purpose. To the extent this Stipulation of Settlement is deemed void, the conditional

1 certification of the Class shall be void and of no further effect and all matters covered by this  
2 Stipulation of Settlement and the releases contained herein shall be null and void. In such event,  
3 nothing in this Stipulation of Settlement or any draft thereof, or of the discussion, negotiation,  
4 documentation, other part or aspect of the Parties' settlement discussions leading to the execution  
5 of this Stipulation of Settlement or any document submitted to the Court in support of this  
6 Stipulation of Settlement or Court approval thereof, shall have any effect, nor shall any such matter  
7 be admissible in evidence for any purpose in the Action or in any other proceeding or forum, nor  
8 shall any such matter be used or construed by or against any Party as a determination, admission or  
9 concession of any issue of law or fact in this, or any other litigation or proceeding, the Parties do  
10 not waive, and instead expressly reserve, their respective rights with respect to the prosecution and  
11 defense of the Action as if this Stipulation of Settlement never existed and it shall have no  
12 precedential or *res judicata* value or effect in this Action or in any other case, shall be of no force  
13 or effect whatsoever, shall not be referred to or utilized for any purpose whatsoever and shall not  
14 be introduced into evidence for any purpose at any time.

15 **PARTIES' AUTHORITY**

16 49. The signatories hereto hereby represent that they are fully authorized to enter  
17 into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

18 **MUTUAL FULL COOPERATION**

19 50. The Parties agree to fully cooperate with each other to accomplish the terms  
20 of this Stipulation of Settlement, including, but not limited to, execution of such documents and  
21 taking of such action as reasonable may be necessary to implement the terms of this Stipulation of  
22 Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all  
23 efforts contemplated by this Stipulation of Settlement and any other efforts that may become  
24 necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the  
25 terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement,  
26 Class Counsel shall take all necessary steps to secure the Court's final approval of this Stipulation  
27 of Settlement.

28 51. The Parties and their respective counsel agree that they will not attempt to

1 encourage or discourage Settlement Class Members from filing Requests for Exclusion.

2 **NO PRIOR ASSIGNMENTS**

3 52. The Parties and their respective counsel represent, covenant and warrant that  
4 they have not directly or indirectly, assigned, transferred, encumbered or purported to assign,  
5 transfer or encumber to any person or entity any portion of any liability, claim, demand, action,  
6 cause of action or right herein released and discharged except as set forth herein.

7 **NO ADMISSION**

8 53. Nothing contained herein, nor the consummation of this Stipulation of  
9 Settlement, is to be construed or deemed an admission of liability, culpability, negligence or  
10 wrongdoing on the part of Defendant. Each of the Parties hereto has entered into this Stipulation of  
11 Settlement solely with the intention to avoid further disputes and litigation with the attendant  
12 inconvenience and expenses.

13 **ENFORCEMENT ACTIONS**

14 54. The Court shall retain jurisdiction to enforce the terms of this Stipulation of  
15 Settlement pursuant to CCP § 664.6. In the event one or more of the Parties to this Stipulation of  
16 Settlement institutes any legal action or other proceeding against any other party or parties to  
17 enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under this  
18 Stipulation of Settlement, the successful party or parties shall be entitled to recover from the  
19 unsuccessful party or parties reasonable attorneys’ fees and costs, including expert witness fees  
20 incurred in connection with any enforcement actions. All such disputes shall be resolved by the  
21 Court.

22 **NOTICES**

23 55. Unless otherwise specifically provided herein, all notices, demands or other  
24 communications given hereunder shall be in writing and shall be deemed to have been duly given  
25 as of the third business day after mailing by United States registered or certified mail, return receipt  
26 requested, addressed as follows:

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To Plaintiff, the Settlement Class and Class Counsel:

Larry W. Lee, Esq.  
DIVERSITY LAW GROUP, P.C.  
515 S. Figueroa Street, Suite 1250  
Los Angeles, CA 90071

Edward W. Choi, Esq.  
LAW OFFICES OF CHOI & ASSOCIATES, APC  
515 S. Figueroa Street, Suite 1250  
Los Angeles, CA 90071

William L. Marder (SBN 170131)  
POLARIS LAW GROUP, LLP  
501 San Benito Street, Suite 200  
Hollister, California 95023

Dennis S. Hyun (SBN 224240)  
HYUN LEGAL, APC  
515 S. Figueroa St., Suite 1250  
Los Angeles, CA 90071

To Defendant and Defendant’s Counsel:

James P. Carter  
Jonathan P. Schmidt  
JACKSON LEWIS P.C.  
200 Spectrum Center Drive, Suite 500  
Irvine, CA 92618

**CONSTRUCTION**

56. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties with the assistance of a neutral mediator, and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Stipulation of Settlement.

**CAPTIONS AND INTERPRETATIONS**

57. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

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**MODIFICATION**

58. This Stipulation of Settlement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

**INTEGRATION CLAUSE**

59. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated herein by reference, contain the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party’s legal counsel, are merged herein. No rights hereunder may be waived except in writing.

**BINDING ON ASSIGNS**

60. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

**CLASS MEMBER SIGNATORIES**

61. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each member execute this Stipulation of Settlement. The Notice of Proposed Settlement, Exhibit “A” hereto, will advise the Settlement Class of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member.

**COUNTERPARTS**

62. This Stipulation of Settlement may be executed in counterparts and by facsimile or electronic signatures (including DocuSign), and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all parties.

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IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendant as of the date(s) set forth below:

Dated: May 5/19/22, 2022

MINDY WILSON

DocuSigned by:  
MINDY WILSON  
By: MINDY WILSON, Plaintiff and Class Representative

Dated: May 8, 2022

PARKVIEW COMMUNITY HOSPITAL  
MEDICAL CENTER

By: [Signature]

Dated: May 10, 2022

DIVERSITY LAW GROUP, P.C.

By: [Signature]  
Larry W. Lee  
Attorneys for Plaintiff Mindy Wilson and the Settlement Class

Dated: May 10, 2022

LAW OFFICES OF CHOI & ASSOCIATES

By: [Signature]  
Edward W. Choi  
Attorneys for Plaintiff Mindy Wilson and the Settlement Class

Dated: May 10, 2022

HYUN LEGAL, APC

By: [Signature]  
Dennis S. Hyun  
Attorneys for Plaintiff Mindy Wilson and the Settlement Class

1 Dated: May 11, 2022

JACKSON LEWIS P.C.



2  
3 By: \_\_\_\_\_  
4 James P. Carter  
5 Jonathan P. Schmidt  
6 Attorneys for Defendant PARKVIEW  
7 COMMUNITY HOSPITAL MEDICAL CENTER  
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# EXHIBIT A

Wilson v. Parkview Community Hospital Medical Center  
SETTLEMENT ADMINISTRATOR  
[INSERT SETTLEMENT ADMINISTRATOR]

IMPORTANT LEGAL MATERIALS

\*Barcode39\* - <<SequenceNo>>

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<<Address2>>

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF RIVERSIDE**

**WILSON v. PARKVIEW COMMUNITY HOSPITAL MEDICAL CENTER**  
**Case No. RIC2001079**

**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED  
SETTLEMENT**

**YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$<<EstimatedAward>>  
THROUGH THIS CLASS ACTION SETTLEMENT.**

**To:** (1) All non-exempt employees of Defendant who were paid shift differentials and sick pay wages in same period and whose employment ended at any time during the Class Period (the "Sick Pay Sub-Class Members"); and (2) all employees who allegedly transitioned employment from Parkview to DHOR at the end of the Class Period (the "Late Pay Sub-Class Members")

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.  
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED  
SETTLEMENT.**

**TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.**

This Notice is Court Approved. This is not a solicitation from an attorney.

**1. WHY DID I GET THIS NOTICE?**

You received this Notice because the court granted preliminary approval of a proposed settlement (the “Settlement”) in the class action and representative lawsuit entitled *WILSON v. PARKVIEW COMMUNITY HOSPITAL MEDICAL CENTER* Case No. RIC2001079 (hereinafter referred to as the “Action”) on [INSERT DATE OF PRELIMINARY APPROVAL].

The Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 15, below.

**2. WHAT IS THE ACTION ABOUT?**

On March 6, 2020, Plaintiff filed a Class Action Complaint against Defendant and DHOR, on behalf of Plaintiff and other similarly situated employees alleging: (1) violation of Labor Code §226; and (2) Violation of Labor Code §§201-203. On April 30, 2020, Plaintiff filed a First Amended Complaint adding a cause of action for Violation of Labor Code §2698, et seq. (“PAGA”). On October 26, 2020, Plaintiff filed a Second Amended Complaint for Violation of Labor Code §§201-203 and (2) Violation of Labor Code §2698, et seq. (“Operative Complaint”). On November 30, 2020, Defendant Parkview filed an Answer to the Operative Complaint.

Parkview vehemently denies the allegations in the Action and is prepared to continue to defend the action vigorously. No court has made any ruling on the merits in the Action. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

**3. WHAT IS A CLASS ACTION?**

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Plaintiff brought his case as a class action.

In the Action, the Plaintiff seeks to represent you on a class and representative basis. Parkview is the Defendant. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

**4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

Sick Pay Sub-Class Members: all non-exempt employees of Defendant who were paid shift differentials and sick pay wages in same period and whose employment ended at any time

between March 6, 2017 through February 1, 2019 (“Class Period”); and

Late Pay Sub-Class Members: All employees who allegedly transitioned employment from Parkview to Doctors Hospital of Riverside on February 1, 2019.

## **5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?**

There was a hearing on July 26, 2022, in the Superior Court of the State of California for the County of Riverside, at which time Judge Angel M. Bermudez preliminarily approved the Settlement. The Settlement will resolve the Class Members’ claims for violation of Labor Code §§201-203 and 246, for unpaid regular rate of pay as it relates to sick pay during the Class Period and for unpaid waiting time penalties for employees who transitioned employment from Parkview to Doctors Hospital of Riverside on February 1, 2019 any claims for unpaid regular rate of pay as it relates to sick pay that arose during the Class Period.

The Settlement represents a compromise of highly disputed claims. Based on the investigation conducted by Plaintiff’s counsel, the estimated range of recovery for the entire class was between approximately \$\_\_\_\_\_. Nothing in the Settlement is intended or will be construed as an admission by Parkview that the claims in the Actions have merit or that Parkview has any liability to the Plaintiff or the Class Members on those claims. No court has made any ruling on the merits of the Action.

The parties have agreed to settle the case for \$500,000.00 (“Settlement Fund”). Under the terms of the settlement, the following payments have been agreed to: (1) attorneys’ fees not to exceed \$166,666.66 (33 1/3%) of the total settlement amount; (2) all documented litigation costs to Class Counsel, in amounts set by the Court, which are expected to not exceed \$12,500; (3) service payment to the Named Plaintiff for services in the Action, in an amount not to exceed \$5,000; and (4) \$10,500 for administration settlement costs. The amount of money remaining after these payments is the amount that will be distributed to individuals who are Settlement Class Members. This amount is known as the “Settlement Class Awards.”

Each Class Member will receive a Settlement Class award based on the their pro-rata share of the Net Settlement Amount for Settlement Class Members who do not validly opt-out of this Settlement. In other words, the Net Settlement Amount will be divided by the total number of Settlement Class Members who do not validly opt-out of this Settlement.

Your estimated Settlement payments is <<Estimated Payment>>.

## **6. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?**

If the Settlement is approved, the Court will enter a Final Order and Judgment. Upon entry of the Final Order and Judgment, you will release the following claims, and will be barred from prosecuting any and all such claims, against Parkview, its past and present officers, directors, employees and agents:

Any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, and/or damages, including without limitation for violation of Labor Code §§ 201-203 and 246, based on the facts alleged in the Operative Complaint, and any claims for

unpaid regular rate of pay as it relates to sick pay that arose during the Class Period (the “Sick Pay Sub-Class Member Released Claims”), and upon funding of the Settlement Fund by Defendant, each Late Pay Sub-Class Member who has not submitted a valid request for exclusion fully releases and discharges Defendant and the Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, and/or damages, including without limitation for violation of Labor Code §§ 201-203, based on the facts alleged in the Operative Complaint, and any claims for unpaid regular rate of pay as it relates to sick pay that arose during the Class Period (the “Late Pay Sub-Class Member Released Claims”).

The precise definitions of the capitalized terms in the paragraphs above can be found in the Joint Stipulation and Settlement of Class Action between Plaintiff and Defendant Parkview Community Hospital Medical Center filed on June 28, 2022, which can be viewed at the Courthouse (Superior Court of the State of California for the County of Riverside, 30755-D Auld Road, Murrieta, CA 92563) during normal business hours or viewed online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>.

**7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?**

You do not need to do anything to participate in the settlement. You will receive a monetary award from this Settlement approximately 90 days after the Final Approval Hearing on [INSERT DATE], if the Settlement is approved, and no later appeal is filed. Class Counsel have been appointed and approved by the Court and Class Counsel will represent you.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment. If you fail to keep your address current, you may not receive your settlement payment.

**8. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?**

You can object to any of the terms of the Settlement before or at the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement, and receive a settlement payment unless you timely request to be excluded from the settlement and submit the exclusion form provided to you. To object, in writing, you should mail your written objection to the Settlement Administrator at the addresses listed below by [INSERT OBJECTION DEADLINE], 45 days after the date of mailing of this Notice:

- Settlement Administrator:

Wilson v. Parkview  
SETTLEMENT ADMINISTRATOR NAME  
[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]  
Toll-free number: [TBD]

Any written objections shall state each specific reason for your objection and any legal support for each objection. You may use the enclosed Objection Form and state the reason for

your objection. You may appear personally at the Final Approval Hearing, or through your own counsel, paid for at your own expense.

**IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.**

**9. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?**

You have the right to request exclusion from the settlement. To do so, you may use the enclosed exclusion form and mail it to the Settlement Administrator at the following address:

Wilson v. Parkview  
SETTLEMENT ADMINISTRATOR NAME  
[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]

To be valid, a written request for exclusion can be made by utilizing the enclosed Request for Exclusion Form or must state that you wish to be excluded, and (1) must contain your name (and former names, if any), current address; (2) must be signed by you; (3) must be postmarked on or before [EXCLUSION DEADLINE]; and (4) returned to the Settlement Administrator at the address listed above.

Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice. Class Counsel will not represent your interests if you request to be excluded.

**10. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?**

The Plaintiff individually will request a service award of up to \$5,000 for her services as the Representative and for her efforts in bringing the Action. The Court will make the final decision as to the amount of the service award to be paid to the Plaintiff. Plaintiff's Application for her service award can be viewed at the Courthouse after [INSERT DATE], during normal business hours (as well as Class Counsel's Application for Attorneys' Fees and Costs as discussed below). Plaintiff's Application will be available for review by no later than [INSERT DATE].

**11. DO I HAVE A LAWYER IN THIS CASE?**

Yes. The Court has ordered that the interests of Named Plaintiff and the Class Members are represented by counsel for Named Plaintiff as follows:

Larry W. Lee, Esq.  
DIVERSITY LAW GROUP  
515 S. Figueroa St., Suite 1250  
Los Angeles, CA 90071  
Telephone: (213) 488-6555

Edward W. Choi, Esq.  
LAW OFFICES OF CHOI & ASSOCIATES  
515 S. Figueroa St., Suite 1250  
Los Angeles, CA 90071  
Telephone: (213) 381-1515

Facsimile: (213) 488-6554  
Email: [lwlee@diversitylaw.com](mailto:lwlee@diversitylaw.com)

William L. Marder (SBN 170131)  
POLARIS LAW GROUP, LLP  
501 San Benito Street, Suite 200  
Hollister, California 95023  
Telephone: 831.531.4214  
Facsimile: 831.634.0333  
[bill@polarislawgroup.com](mailto:bill@polarislawgroup.com)

Facsimile: (213) 465-4885  
Email: [edward.choi@choiandassociates.com](mailto:edward.choi@choiandassociates.com)

Dennis S. Hyun (SBN 224240)  
HYUN LEGAL, APC  
515 S. Figueroa St., Suite 1250  
Los Angeles, CA 90071  
(213) 488-6555  
(213) 488-6554 facsimile  
[dhyun@hyunlegal.com](mailto:dhyun@hyunlegal.com)

(Collectively, “Class Counsel”). Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

## **12. HOW WILL THE LAWYERS BE PAID?**

Class Counsel will be requesting from the Court an amount not to exceed 33 1/3% of the total settlement amount (in other words, up to \$ \$166,666.66) for their attorneys’ fees and litigation costs not exceeding \$12,500. A copy of Class Counsel’s application for attorneys’ fees and costs can be viewed at the Courthouse after **[INSERT DATE – 16 COURT DAYS BEFORE FINAL APPROVAL]**, during normal business hours or viewed online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. The actual amount awarded to Class Counsel will be determined by the Court.

## **13. WHAT IS THE FINAL APPROVAL HEARING?**

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys’ fees and expenses to Class Counsel; and to consider the request for a service award to Named Plaintiff.

## **14. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?**

The Court will hold the Final Approval Hearing on [INSERT DATE and TIME] a.m., in Department S302 of the Superior Court of the State of California for the County of Riverside, Southwest Justice Center, 30755-D Auld Road, Murrieta, CA 92563 (“Final Approval Hearing”).

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing to have your objection considered by the Court. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Action

may continue to trial. If you served a timely objection with the Settlement Administrator, you will be provided with notice of any continuances of the final approval hearing by first class mail.

**15. MAY I SPEAK AT THE FINAL APPROVAL HEARING?**

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

**16. HOW DO I GET MORE INFORMATION?**

To see a copy of the Joint Stipulation and Settlement of Class Action between Plaintiff and Defendant Parkview Community Hospital Medical Center filed on June 28, 2022, (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Action), the Court’s Preliminary Approval Order, Class Counsel’s application for attorneys’ fees and costs, the operative Complaint filed in the *Wilson* lawsuit, and other filed documents related to Wilson’s lawsuit and this Settlement, you may view all such files at the Clerk’s office at the Superior Court of the State of California for the County of Riverside, 30755-D Auld Road, Murrieta, CA 92563 or viewed online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the Wilson v. Parkview Class Action Settlement.

Wilson v. Parkview  
SETTLEMENT ADMINISTRATOR NAME  
[INSERT INFO]

You may also contact the attorneys for the Class, whose names and contact information is listed above.

**17. WHAT IF MY INFORMATION CHANGES?**

If, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE**

# EXHIBIT B

**REQUEST FOR EXCLUSION FORM**

**WILSON v. PARKVIEW COMMUNITY HOSPITAL MEDICAL CENTER**

**Case No. RIC2001079**

**TO EXCLUDE YOURSELF FROM THE SETTLEMENT YOU MUST SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE **INSERT DATE**, 2022, TO: **INSERT SETTLEMENT ADMINISTRATOR INFORMATION**.**

**IDENTIFYING INFORMATION**

Please verify and/or complete any missing identifying information:

[NAME]        Former Names (if any):

[ADDRESS LINE 1] \_\_\_\_\_

[ADDRESS LINE 2] \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

**THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE PROPOSED SETTLEMENT. IF YOU WANT TO RECEIVE A SETTLEMENT PAYMENT DO NOT SUBMIT THIS FORM.**

**[ ] By checking the box to the left, and signing and completing the below, I agree to the following:**

**I do not want to participate in the settlement in WILSON v. PARKVIEW COMMUNITY HOSPITAL MEDICAL CENTER Case No. RIC2001079**

**I understand by not participating and excluding myself from the settlement, that I will not receive any money from the settlement.**

Executed on \_\_\_\_\_, 2022

Signature: \_\_\_\_\_

# EXHIBIT C

**OBJECTION FORM**

**WILSON v. PARKVIEW COMMUNITY HOSPITAL MEDICAL CENTER**

**Case No. RIC2001079**

**TO OBJECT TO THE SETTLEMENT YOU MUST FILL OUT, SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE INSERT DATE, 2022, TO: INSERT SETTLEMENT ADMINISTRATOR INFORMATION.**

**IDENTIFYING INFORMATION**

Please verify and/or complete any missing identifying information:

[NAME]          Former Names (if any):

[ADDRESS LINE 1] \_\_\_\_\_

[ADDRESS LINE 2] \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

**THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE PROPOSED SETTLEMENT.**

**I object to the settlement for the following reasons:**

Executed on \_\_\_\_\_, 2022

Signature: \_\_\_\_\_