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**FILED** LAK  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE  
JUL 14 2022  
A. Behrmann  
JUL 18 2022

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
7  
8 **FOR THE COUNTY OF RIVERSIDE**

9 MINDY WILSON, as an individual and on behalf )  
10 of all others similarly situated, )  
11 Plaintiffs, )  
12 vs. )  
13 DOCTORS HOSPITAL OF RIVERSIDE )  
14 LLC, a Limited Liability Company; )  
15 PARKVIEW COMMUNITY HOSPITAL )  
16 MEDICAL CENTER, A Nonprofit Public )  
Benefit Corporation; and DOES 1 through )  
17 50, inclusive, )  
18 Defendants. )

Case No. RIC2001079  
**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT AND SETTING A  
FINAL APPROVAL HEARING**  
Date: July 26, 2022  
Time: 8:30 a.m.  
Department: S302  
**RES. ID: 540926367732**

Electronically RECEIVED by Superior Court of California, County of Riverside on 06/28/2022 3:05 PM - W. Samuel Hamrick Jr., Executive Officer/Clerk of the Court By Jose Valdez, Clerk

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**ADDITIONAL COUNSEL FOR PLAINTIFF**

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1 On March 6, 2020, Plaintiff MINDY WILSON (“Plaintiff”) filed a Complaint seeking  
2 penalties under the California Labor Code Private Attorneys General Act (“PAGA”) against  
3 Defendants DOCTOR’S HOSPITAL OF RIVERSIDE LLC, a Limited Liability Company  
4 (“DHOR”) and PARKVIEW COMMUNITY HOSPITAL MEDICAL CENTER, a Nonprofit  
5 Public Benefit Corporation (“PARKVIEW”). In the operative Second Amended Complaint  
6 (“SAC”) seeks class-wide damages against Defendant PARKVIEW and PAGA penalties against  
7 both Defendants. On May 9, 2022, the Court granted approval of a PAGA only settlement against  
8 DHOR which resolved all of the PAGA claims that were alleged in the SAC.

9 Plaintiff now seeks approval of a settlement between Plaintiff and Defendant PARKVIEW  
10 for only the class claims alleged in the SAC.

11 After engaging in formal written discovery, informal discovery, obtaining the putative  
12 class members’ data and performing a damage analysis, the parties engaged in a full day mediation  
13 with mediator Gig Kyriacou, Esq. and follow up negotiations, which ultimately resulted in a  
14 settlement.

15 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement was filed with the  
16 Court on June 28, 2022. A hearing was held before this Court on July 26, 2022.

17 The Court has considered the Joint Stipulation and Settlement of Class Action Between  
18 Plaintiff and Defendant Parkview Community Hospital Medical Center (the “Settlement  
19 Agreement”), the Class Notice and all other papers filed in this action.

20 NOW THEREFORE, IT IS HEREBY ORDERED:

21 1. All defined terms contained herein shall have the same meanings as set forth in the  
22 Settlement Agreement;

23 2. The Class Representative and Defendant PARKVIEW, through their counsel of  
24 record in the Litigation, have reached an agreement to settle all claims in the Litigation on behalf  
25 of the Class as a whole;

26 3. The Court hereby conditionally certifies the following Class for settlement  
27 purposes only:

28 ““(a) all non-exempt employees of Defendant who were paid shift  
differentials and sick pay wages in same period and whose employment

1 ended at any time between March 6, 2017 through February 1, 2019 (the  
2 “Class Period”) (the “Sick Pay Sub-Class Members”); and

3 (b) all employees who allegedly transitioned employment from Parkview to  
4 DHOR at the end of the Class Period (the “Late Pay Sub-Class Members”).”

5 Should for whatever reason the Settlement Agreement and Judgment not become Final, the  
6 fact that the parties were willing to stipulate to certification of a class as part of the Settlement  
7 Agreement shall have no bearing on, or be admissible in connection with, the issue of whether a  
8 class should be certified in a non-settlement context, as to any action between the Class  
9 Representative and Defendant.

10 4. The Court appoints and designates: (a) Plaintiff Mindy Wilson as the Class  
11 Representative and (b) Edward W. Choi of the Law Offices of Choi & Associates, Larry W. Lee  
12 of Diversity Law Group, P.C., Dennis S. Hyun of Hyun Legal, APC, and William L. Marder of  
13 Polaris Law Group, LLP, as Class Counsel for the Class. Class Counsel is authorized to act on  
14 behalf of the Class with respect to all acts or consents required by, or which may be given,  
15 pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the  
16 Settlement Agreement and its terms. Any Class Member may enter an appearance through his or  
17 her own counsel at such Class Member’s own expense. Any Class Member who does not enter an  
18 appearance or appear on his or her own behalf will be represented by Class Counsel.

19 5. The Court hereby approves the terms and conditions provided for in the Settlement  
20 Agreement.

21 6. The Court hereby preliminarily approves the Settlement Agreement and the  
22 Settlement Fund in the amount of \$500,000.00, which is to be distributed as follows: out of the  
23 Settlement Fund, (a) up to \$5,000.00 is to be paid to the Class Representative for her services to  
24 the Class; (b) a total of up to \$166,666.66 shall be paid to Class Counsel for attorneys’ fees and up  
25 to \$12,500.00 reimbursement of actual costs incurred; and (c) the Settlement Administrator shall  
26 be paid for its fees and costs relating to the settlement administration process in the amount of up  
27 to \$10,500.00.

28 7. The Court finds that on a preliminary basis the Settlement Agreement appears to be

1 within the range of reasonableness of a settlement, Class Representative service award, Class  
2 Counsel fees and costs, the settlement administration fees, and the allocation of payments to  
3 Qualified Claimants, that could ultimately be given final approval by this Court. It appears to the  
4 Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential  
5 Class Members when balanced against the probable outcome of further litigation relating to  
6 liability and damages issues. It also appears that extensive and costly investigation, research, and  
7 court proceedings have been conducted so that counsel for the parties are able to reasonably  
8 evaluate their respective positions. It appears to the Court that settlement at this time will avoid  
9 substantial additional costs by all parties, as well as avoid the delay and risks that would be  
10 presented by the further prosecution of the Litigation. It also appears that settlement has been  
11 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

12 8. A hearing (the "Final Approval Hearing") shall be held before this Court on  
13 4/4/23 at ~~8:30~~<sup>10:30</sup> a.m. in Department S302 of the Superior Court of the State of  
14 California, County of Riverside to determine all necessary matters concerning the Settlement  
15 Agreement, including whether the proposed settlement of the action on the terms and conditions  
16 provided for in the Settlement Agreement is fair, adequate and reasonable and should be finally  
17 approved by the Court and whether a Judgment, as provided in the Settlement Agreement, should  
18 be entered herein. At this same time, a hearing on Class Counsel's motion for attorneys' fees and  
19 reimbursement of litigation costs and the Class Representative's service award shall also be held.

20 9. The Court hereby approves, as to form and content, the Notice of Pendency of  
21 Class Action and Proposed Settlement ("Class Notice"), Request for Exclusion Form ("Opt Out  
22 Form") and Objection Form ("Objection Form") that are attached as Exhibits A, B and C to this  
23 Order.

24 10. The Court appoints and designates Phoenix Settlement Administrators as the  
25 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the  
26 approved Class Notice, Opt Out Form and Objection Form within twenty four (24) calendar days  
27 of the Preliminary Approval Order using the procedures set forth in the Settlement Agreement.  
28 The Settlement Administrator is further ordered to file with the Court a declaration with copies of

1 any exclusions or objections it received to the proposed settlement concurrently with the filing of  
2 the Motion for Final Approval of the Settlement.

3 11. Any Class Member may choose to opt out of and be excluded from the settlement  
4 as provided in the Settlement Agreement and Class Notice and by using the Opt Out Form or by  
5 following the instructions for requesting exclusion. Any person who timely and properly opts out  
6 of the settlement will not be bound by the Settlement Agreement or have any right to object,  
7 appeal, or comment thereon. Any Opt Out request must be in writing and signed by each such  
8 Class Member opting out and must otherwise comply with the requirements delineated in the and  
9 Class Notice. Class Members who have not requested exclusion by submitting a valid and timely  
10 Opt Out request, by the Opt Out Deadline, shall be bound by all determinations of the Court, the  
11 Settlement Agreement, and Judgment.

12 12. Any Class Member may object to and/ or express his or her views regarding the  
13 Proposed Settlement and may present evidence and briefs or other papers that may be proper and  
14 relevant to the issues to be heard and determined by the Court as provided in the Class Notice to  
15 the Settlement Administrator. Any Class Member must make his or her objection in the manner  
16 provided for in the Settlement Agreement and Class Notice. Any Class Member that serves a  
17 proper written objection does not need to appear at the Motion for Final Approval for that Class  
18 Member's objection to be considered. Class Counsel will provide notice to any objecting party of  
19 any continuance of the hearing of the Motion for Final Approval by first class mail.

20 13. Defendant must exercise any right it may have to terminate the Settlement.  
21 Agreement by no later than fourteen (14) calendar days prior to the final fairness hearing.

22 14. The Motion for Final Approval shall be filed by the Class Representative no later  
23 than sixteen (16) court days before the Final Approval Hearing.

24 15. The Court reserves the right to adjourn or continue the date of the Final Approval  
25 Hearing and all dates provided for in the Settlement Agreement. In the event the hearing date is  
26 continued, Class Counsel will provide notice to any objecting party of any continuance of the  
27 hearing of the Motion for Final Approval by first class mail.

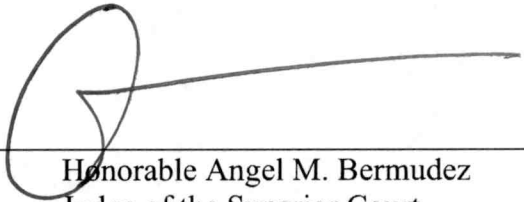
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The Court retains jurisdiction to consider all further applications arising out of or connected with the Settlement Agreement.

IT IS SO ORDERED.

DATED: 7.12.2022

  
\_\_\_\_\_  
Honorable Angel M. Bermudez  
Judge of the Superior Court

# EXHIBIT A



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

IMPORTANT LEGAL MATERIALS

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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:

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(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: \_\_\_\_\_