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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA**

LAUREN ZEPF, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

COMMUNITY MEMORIAL HEALTH
SYSTEM, a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 2024CUOE028051

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: August 5, 2026
Hearing Time: 1:30 p.m.

Judge: Hon. Charmaine H. Buehner
Dept: 44

Date Filed: July 23, 2024
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Lauren Zepf (“Plaintiff”) for an order finally approving
2 the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Community
3 Memorial Health System (“Defendant”), attorneys’ fees and costs, service payment, and the
4 expenses of the Administrator duly came on for hearing on August 5, 2026 before the Honorable
5 Charmaine H. Buehner.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Ventura, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Two Million Four Thousand
16 Eighty Dollars and Eighty One Cents (\$2,004,080.81), which is the original Gross Settlement
17 Amount of Two Million Dollars (\$2,000,000) plus the escalator increase of \$4,080.81, and the
18 terms set forth in the Agreement are fair, reasonable, and adequate. The Gross Settlement Amount
19 will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA
20 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
21 Representative Service Payment, and the Administration Expenses Payment. This Gross
22 Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any
23 employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to
24 wages which shall not be paid from the Gross Settlement and shall be the separate additional
25 obligation of Defendant.
- 26 4. The Court further finds that the Settlement was the result of arm’s length
27 negotiations conducted after Class Counsel had adequately investigated the claims and became
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1 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
2 Settlement, and the assistance of an experienced mediator in the settlement process, among other
3 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

4 **Preliminary Approval of the Settlement**

5 5. On February 4, 2026, the Court granted preliminary approval of the Settlement. At
6 this same time, the Court approved conditional certification of the Class for settlement purposes
7 only.

8 **Notice to the Class**

9 6. In compliance with the Preliminary Approval Order, the Court-approved Class
10 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
11 about March 20, 2026. Mailing of the Class Notice to their last-known addresses was the best
12 notice practicable under the circumstances and was reasonably calculated to communicate actual
13 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
14 Class Members fully and accurately informed the Class Members of all material elements of the
15 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
16 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
17 fully with the laws of the State of California, the United States Constitution, due process and other
18 applicable law. The Class Notice fairly and adequately described the Settlement and provided
19 Class Members adequate instructions and a variety of means to obtain additional information.
20 The Administrator performed skip-tracing for Class Notices which were returned as undelivered,
21 and after these skip-tracking efforts, 35 Class Notices remained undelivered because no updated
22 address was found through the skip-tracing.

23 7. The Response Deadline for opting out or submitting written objections to the
24 Settlement was May 19, 2026, which for re-mailings was extended by fourteen (14) days. There
25 was an adequate interval between notice and the deadline to permit Class Members to choose what
26 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
27 Members to participate in this hearing, and all Class Members and other persons wishing to be
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1 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
2 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
3 Court determines that all Class Members who did not timely and properly submit a request for
4 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

5 **Fairness of the Settlement**

6 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
7 48 Cal.App.4th 1794, 1801 (1996).

8 a. The settlement was reached through arm's-length bargaining between the
9 Parties during an all-day mediation before Deborah Crandall-Saxe, Esq., an experienced mediator
10 of wage and hour class actions. There has been no collusion between the Parties in reaching the
11 Settlement.

12 b. Plaintiff and Class Counsel's investigation and discovery have been
13 sufficient to allow the Court and counsel to act intelligently.

14 c. Counsel for all Parties are experienced in similar employment class action
15 litigation. Class Counsel recommended approval of the Agreement.

16 d. The percentage of objectors and requests for exclusion is small. No
17 objections were received. Seven (7) requests for exclusion were received.

18 e. The participation rate was high. 3,954 Participating Class Members will be
19 mailed a settlement payment, representing 99.82% of the overall Class.

20 9. The consideration to be given to the Class Members under the terms of the
21 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
22 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
23 Members' claims, given the uncertainties and significant risks of the litigation and the delays
24 which would ensue from continued prosecution of the action.

25 10. The Agreement is finally approved as fair, adequate and reasonable and in the best
26 interests of the Class Members.

1 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

2 11. From the Gross Settlement Amount, an award of \$601,224 for attorneys' fees,
3 representing 30% of the Gross Settlement Amount, and \$25,000 for litigation costs and expenses,
4 is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class
5 Counsel, and the results achieved by Class Counsel. The requested award has been supported by
6 Class Counsel's lodestar and billing statement.

7 **Class Representative Service Payment**

8 12. The Court finds that Class Representative Service Payment in the amount of
9 \$10,000 from the Gross Settlement Amount to the Plaintiff is reasonable in light of the risks and
10 burdens undertaken by the Plaintiff in this litigation and for his time and effort in bringing and
11 prosecuting this matter on behalf of the Class.

12 **Administration Expenses Payment**

13 13. The Administrator shall calculate and administer the payment to be made to the
14 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
15 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
16 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
17 Administrator has documented \$24,950 in fees and expenses, and this amount is reasonable in
18 light of the work performed by the Administrator.

19 **PAGA Penalties**

20 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
21 Amount which the Court set in the amount of \$100,000, which shall be allocated \$65,000 to the
22 Labor & Workforce Development Agency ("LWDA") as the LWDA's 65% share of the
23 settlement of civil penalties and \$35,000 to the Aggrieved Employees as the Individual PAGA
24 Payments pursuant to the PAGA. The Administrator will calculate each Individual PAGA
25 Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties
26 (\$35,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
27 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
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1 Periods. “Aggrieved Employees” are all current and former hourly, non-exempt employees of
2 Defendant who worked in a clinical job position, as defined by Defendant, in California at any
3 time during the PAGA Period (July 3, 2023 through December 5, 2025). Pursuant to Labor Code
4 section 2699, the LWDA was provided notice of the Agreement and these settlement terms and
5 has not indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

6 II.

7 ORDERS

8 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

9 15. The Class is certified for the purposes of settlement only. The Class is defined as
10 follows:

11 All current and former hourly, non-exempt employees of Defendant who worked in
12 a clinical job position, as defined by Defendant, in California at any time during the
Class Period (July 23, 2020 through December 5, 2025).

13 16. All persons who meet the foregoing definition are members of the Class, except for
14 those individuals who filed a valid request for exclusion (“opt out”) from the Class. The seven (7)
15 individuals who requested exclusion are Claudia Magana Cancino, Josie Becker, Evie Arauz,
16 Karly Smithee, Julia Holton, Cassidy Robinson and Rachel Holst.

17 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
18 best interest of the Class. Defendant will pay to the Administrator the Gross Settlement Amount
19 and all employer-side payroll taxes due within fourteen (14) days of the Effective Date.

20 18. Class Counsel are awarded attorneys’ fees in the amount of \$601,224 and costs in
21 the amount of \$25,000, payable from the Gross Settlement Amount. Class Counsel shall not seek
22 or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the
23 Class.

24 19. The payment of a Class Representative Service Payment from the Gross Settlement
25 Amount in the amount of \$10,000 to the Plaintiff is approved.

26 20. The payment of \$24,950 to the Administrator for its fees and expenses from the
27 Gross Settlement Amount is approved.
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1 21. The PAGA Penalties amount of \$100,000 is approved and is to be distributed from
2 the Gross Settlement Amount and allocated in accordance with the Agreement.

3 22. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this
4 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

5 23. The terms of the Agreement, and this Judgment and Order, shall be binding on
6 Plaintiff, Participating Class Members, the State of California, and all Aggrieved Employees, as
7 well as their respective heirs, executors and administrators, successors and assigns, and those
8 terms shall have res judicata, collateral-estoppel, and other preclusive effect in all pending and
9 future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to
10 the extent those claims, lawsuits, or other proceedings constitute Released Class Claims and/or
11 Released PAGA Claims as set forth in the Agreement. Neither the Agreement nor this Settlement
12 is an admission by Defendant, nor is this Final Approval Order and Judgment a finding, of the
13 validity of any claims in the Action or of any wrongdoing by Defendant or that this Action is
14 appropriate for class or representative treatment (other than for settlement purposes). Neither this
15 Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any
16 action taken to carry out the Agreement is, may be construed as, or may be used as an admission
17 by or against Defendant of any fault, wrongdoing or liability whatsoever. The entering into or
18 carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in
19 any event be construed as, or deemed to be evidence of, an admission or concession with regard to
20 the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant or the
21 Released Parties may file in the Action or in any other proceeding this Final Approval Order and
22 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
23 Settlement to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith
24 settlement, judgment bar or reduction, full faith and credit, or other theory of claim or issue
25 preclusion or similar defense or counterclaim as to the Released Class Claims and/or Released
26 PAGA Claims.

1 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
2 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
3 and Judgment shall be posted on the Administrator's settlement website as set forth in the Class
4 Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order
5 and Judgment to individual Class Members.

6 25. If the Agreement does not become final and effective in accordance with the terms
7 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
8 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
9 revert to their respective positions as of before entering into the Agreement, and expressly reserve
10 their respective rights regarding the prosecution and defense of this Action, including all available
11 defenses and affirmative defenses, and arguments that any claim in the Action could not be
12 certified as a class action and/or managed as a representative action.

13 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

14 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
15 Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA, shall take nothing
16 in the Action.

17 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
18 provided in the Agreement and in this Final Approval Order and Judgment.

19 28. Effective on the date when Defendant fully funds the entire Gross Settlement
20 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
21 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
22 release claims against all Released Parties as follows:

23 (a) Plaintiff and all Participating Class Members, on behalf of themselves and
24 their respective former and present representatives, agents, attorneys, heirs, administrators,
25 successors, and assigns, generally and fully release and forever discharge Defendant and the
26 Released Parties from all claims, causes of action, rights, demands, penalties, costs, and attorneys'
27 fees arising during the Class Period under state, federal, or local law that were alleged, or
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1 reasonably could have been alleged, based upon or arising out of the facts alleged in the Operative
2 Complaint (the “Released Class Claims”). The Released Class Claims include any and all
3 statutory, constitutional, contractual, and/or common law claims for wages, reimbursements,
4 damages, penalties, restitution, liquidated damages, interest, attorneys’ fees, or litigation costs
5 arising under California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3,
6 233, 246, 246.5, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, California
7 Business and Professions Code section 17200, et seq., and any IWC Wage Orders (as codified in
8 the California Code of Regulations). The Released Class Claims include any and all claims for
9 minimum wage violations, failure to pay overtime wages, meal period violations, rest period
10 violations, failure to reimburse necessary business expenditures, wage statement violations, failure
11 to pay vacation and sick pay wages, failure to pay wages when due, waiting time penalties, and
12 violation of California’s unfair competition law based on the aforementioned claims. Except as set
13 forth above with respect to Plaintiff, Participating Class Members do not release any other claims,
14 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
15 Housing Act, unemployment insurance, disability, social security, workers’ compensation, or
16 Class claims based on facts occurring outside the Class Period. The Released Parties are:
17 Community Memorial Health System and any and all of its former and present directors, officers,
18 shareholders, partners, principals, consultants, related entities, parents, subsidiaries, managers,
19 owners, members, employees, contractors, fiduciaries, beneficiaries, agents, affiliates,
20 representatives, heirs, executors, attorneys, accountants, payroll companies, insurers, predecessors,
21 successors, and assigns.

22 (b) All Class Members who are Aggrieved Employees, regardless of whether
23 they are Participating Class Members or Non-Participating Class Members, on behalf of
24 themselves and their respective former and present representatives, agents, attorneys, heirs,
25 administrators, successors, and assigns, along with the State of California, fully release and
26 forever discharge the Released Parties from all claims for civil penalties under PAGA arising
27 during the PAGA Period that were alleged, or reasonably could have been alleged, in the
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1 Operative Complaint and/or the PAGA Notice (the “Released PAGA Claims”). The Released
2 PAGA Claims include claims for PAGA penalties based on alleged violations of California Labor
3 Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512,
4 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 and any IWC Wage Orders (as codified in
5 the California Code of Regulations), any and all PAGA claims based on alleged minimum wage
6 violations, failure to pay overtime wages, meal period violations, rest period violations, failure to
7 reimburse necessary business expenditures, wage statement violations, failure to pay vacation and
8 sick pay wages, failure to pay wages when due, failure to provide seating, and waiting time
9 penalties. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, all
10 Aggrieved Employees, and the State of California will be forever barred from pursuing against
11 Defendant and the Released Parties any and all Released PAGA Claims. The Released PAGA
12 Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful
13 termination, discrimination, unemployment insurance, disability and worker’s compensation, and
14 PAGA claims outside of the PAGA Period.

15 (c) Plaintiff and her respective former and present spouses, representatives,
16 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
17 Released Parties from the Plaintiff’s Release, as set forth fully in the Agreement.

18 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
19 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
20 Administrator shall transmit the funds represented by such checks to the Food Share of Ventura
21 County as the Cy Pres Recipient, which the Court approves as a nonprofit organization or
22 foundation consistent with requirements of California Code of Civil Procedure Section 384(b).

23 30. The Court hereby enters judgment in the entire Action as of the filing date of this
24 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
25 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
26 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
27 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

1 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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3 Dated: 08/05/2026

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HON. CHARMAINE H. BUEHNER
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

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8 In connection with the approval of the class action settlement, the Court sets a final settlement
9 compliance hearing date of February 3, 2027 at 1:30 p.m. Plaintiff shall file a declaration concerning
10 Settlement compliance at least 10 days in advance of the compliance hearing.

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FINAL APPROVAL ORDER AND JUDGMENT