

SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA

Superior Court of California, County of Ventura, Hall of Justice, Department 44

2024CUOE028051

LAUREN ZEPF vs COMMUNITY MEMORIAL HEALTH
SYSTEM

August 5, 2026

1:30 PM

Judge: Honorable Charmaine H Buehner

Judicial Assistant: Jerry Ricardez

CSR: None

APPEARANCES:

Kyle Nordrehaug appearing on behalf of Nicholas De Blouw, present for Plaintiff(s) remotely via video.

Christina Behrman appearing on behalf of Rafael Gonzalez, present for Defendant(s) remotely via video.

NATURE OF PROCEEDINGS: Hearing on Motion for Final Approval of Settlement

Court Proceedings were conducted using Zoom video conferencing.

1:47 PM Court convenes in this matter with all parties and/or counsel present as previously indicated.

Counsel have received and read the Court's written tentative ruling.

Plaintiff's counsel, Kyle Nordrehaug, submit on the Court's tentative ruling.

The Court finds/orders:

The Court's tentative is adopted as the Court's ruling as follows:

Ruling:

The Court GRANTS the Motion as follows:

1. Approval of Key Financial Terms of Settlement

Description	Preliminarily Approved	Approved
Gross Settlement Amount (GSA)	\$2,000,000	\$2,004,080.81[1]

Less: Attorney Fees (not to exceed)	\$500,000	\$601,224
Less: Costs (not to exceed)	\$25,000	\$25,000
Less: Administrative Costs (not to exceed)	\$24,950	\$24,950
Less: PAGA Penalties	\$100,000	\$100,000
Less: Service Award	\$10,000	\$10,000
Net Settlement Before PAGA add-back	\$1,340,050	\$1,242,906.81
Plus PAGA Penalty to Aggrieved Employees (allocated per Lab. Code § 2699(m)) ^[2]	\$35,000	\$35,000
Net Settlement After PAGA add-back	\$1,375,050	\$1,277,906.81

2. **Timely Service.** The Motion was timely served on all parties, to include service of the Motion and settlement agreement on the LWDA. (Labor Code § 2699(s)(2); Code Civ. Proc. §§ 1005, 1010.6.)

3. **Conformity with Rules of Court.** The Rules of Court govern the length and format of law and motion papers, to include that no opening or responding memorandum may exceed 15 pages absent leave of court (See Cal. R. Ct., rule 3.1113(d).); the font must be at least 12 points (Cal. R. Ct., rule 2.104); conforming exhibits that are appropriately indexed, tabbed or bookmarked, and paginated (Cal. R. Ct., rules 2.256(b) and 3.1110(f).) Counsel's compliance with these rules greatly aids in the review of papers filed with the Court, and also avoids delay in the Court's issuance of a decision on the merits. Noncompliance with these rules may cause delay in approval, or the Court to disregard noncompliant materials. (See Code Civ. Proc. §§ 187 & 128; see also *Bozzi v. Nordstrom* (2010) 186 Cal.App.4th 755, 765 [trial court has broad discretion to refuse to consider papers that do not comply with rule 3.1300(d)].)

4. **Class Notice, Opt Outs, Objections & Estimated Payments**

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

The PAGA aggrieved employees are defined as: "All current and formerly hourly, non-exempt employees of Defendant who worked in a clinical job position, as defined by Defendant, in California at any time during the PAGA Period (July 3, 2023 through December 5, 2025)."

The Court finds that class notice was disseminated in compliance with the Preliminary Approval Order, California Rules of Court, rule 3.766, and in a manner that satisfies due process.

At preliminary approval, the estimated number of class members was 4,500, and the final number of class members is 3,961. There are 3,060 Aggrieved Employees. Collectively, the class members worked 497,017 workweeks, with Participating Members accounting for 496,010 workweeks, and the Aggrieved Employees working 125,750 pay periods. The settlement allocation formula provided for individual Participating Class Member payment to be made

based on dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and multiplying the result by each Participating Class Member's Workweeks. PAGA payments to Aggrieved Employees are made on a similar pro rata basis. There were no objectors and seven (7) requests for exclusion, representing a 99.82% acceptance rate. The average individual payout is estimated to be \$298.13 with the range of payments from \$2.37 to \$708.97, and an average net value per workweek of \$2.37. The average PAGA payment is estimated to be \$11.44, with a range of \$0.28 to \$17.81.

5. **Attorney Fee Award.** The Court preliminarily approved a fee recovery up to one-third of the common fund. (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 503.) At preliminary approval, the Court explained that it uses a benchmark of 25% of the gross settlement amount, and now considers the information submitted by class counsel as well as a lodestar cross check to determine whether the final award justifies a departure from the Court's benchmark.

Lodestar Cross-Check. Class counsel request fees of \$601,224, representing 30% of the Gross Settlement Amount. In a common-fund case, the Court may award a reasonable fee calculated as a percentage of the fund, and may in its discretion employ a lodestar cross-check to confirm that the percentage yields a reasonable fee. (*Laffitte v. Robert Half Internat., Inc.* (2016) 1 Cal.5th 480, 503, 506.) The lodestar is the number of hours reasonably expended multiplied by a reasonable hourly rate. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 48; *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.) Class counsel have submitted declarations reporting 259.65 hours reasonably expended, at hourly rates ranging from \$450 to \$995, for a lodestar of \$195,675. Having reviewed the billing records submitted, the Court finds that certain portions of the claimed hours were not reasonably expended and the rates are unreasonable for attorneys of comparable skill and experience in the Ventura County legal market. On a cross-check, the lodestar figure need not be scrutinized with the same precision required when the lodestar is the primary basis for the award. (*Laffitte*, at p. 505.)

Multiplier. The requested fee reflects a multiplier of approximately 3.1, i.e., \$601,224/\$195,675.

The requested percentage does not produce a fee substantially disproportionate to the lodestar and factors set forth in *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132, citing *Serrano v. Priest* (1977) 20 Cal.3d 25, 49 [contingent nature of the fee, risk of nonpayment undertaken at outset of representation, novelty and difficulty of questions presented, skill displayed in litigating the matter, extent to which the engagement precluded other employment, and results achieved for the class.] Thus, the Court approves Plaintiff's requested fees.

Based on the foregoing analysis, the Court approves an attorney fee award in the amount of \$601,224.

6. **Service Award.** Plaintiff, Lauren Zepf, seeks an incentive award of \$10,000. At preliminary approval, the Court approved a service award of \$10,000. The Court has reviewed Plaintiff's declaration and finds within its discretion that an award of \$10,000 is reasonable and reflects the class representative's actual effort, risk, and contributions to the litigation, and is not disproportionate to plaintiff's expended effort. (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393–1395.)

7. **Attorney Costs.** Costs were previously approved in an amount not to

exceed \$25,000. Plaintiff's counsel now submits a request for approval of verified costs in the amount of \$25,000. The court has reviewed the information submitted in support of the requests for costs and allows the amount requested in the amount of \$25,000.

8. **Settlement Administration.** The Court previously appointed ILYM Group, Inc. as the settlement administrator in this case. The Court has now reviewed the declaration of the administrator that verifies the timely sending of class notice, efforts to find class members with invalid addresses, the number of objections from class members, the number of opt outs from class members.

The Court previously approved costs for the settlement administrator in an amount not to exceed \$24,950. According to the Declaration of Cassandra Polites, \$24,950 in costs have been or will be incurred by the administrator to issue settlement checks, process tax withholding and reporting, mail payments, respond to post-distribution inquiries, handling stale or reissued checks, and preparing any final reports required by the Court or the parties. The Court finds that the final expenses requested are reasonable and approves the requested expenses of \$24,950.

9. **Cy Pres.** The parties' cy pres charity recipient, Food Share of Ventura County, is consistent with Code of Civil Procedure section 384.

10. **Fairness of Settlement.** The Court previously found that Plaintiff met their burden to show that the settlement was obtained after an arm's-length negotiation, and is fair, adequate and reasonable. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 [adequacy and reasonableness factors include consideration of case strengths, risks, and posture; settlement amount; experience of counsel].) The Court now confirms its prior findings in connection with its review of the Motion for Final Approval. Based on the final record - including the notice results, the number of objections and requests for exclusion, and the reaction of the class - the Court independently finds the settlement fair, adequate, and reasonable and in the best interests of the class. (Cal. Rules of Court, rule 3.769(g).) The Court further finds the PAGA settlement fair, reasonable, and adequate in view of PAGA's purposes (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77), and confirms the settlement was submitted to the LWDA; the release reflects that aggrieved employees may not opt out of the PAGA settlement (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 541, fn. 5).

11. **Disposition.** Subject to any modifications above, the Court GRANTS the motion and will sign the proposed order to be modified in accordance with this order. The Court retains jurisdiction over the parties to enforce the terms of the settlement (Code Civ. Proc., § 664.6) and the judgment. Any Proposed Judgment shall not include a dismissal or findings not contained in this order. (Cal. Rules of Court, rule 3.769(h).) The parties are ordered to otherwise effectuate the terms of the settlement in a manner not inconsistent with this Order.

The Court hereby sets the hearing for final settlement compliance on Wednesday, **February 3, 2027**, at 1:30 p.m. Plaintiff shall file a declaration concerning settlement compliance at least 10 days in advance of the compliance hearing date.

[1] The amount of settlement increased as the result of the escalator clause in the Settlement Agreement, which was triggered.

[2] Effective for PAGA Notices filed before June 19, 2024, penalties recovered are allocated 75% (LWDA) / 25% (Aggrieved Employees). For PAGA Notices filed on or after June 19, 2024, penalties recovered are allocated 65% (LWDA) / 35% (Aggrieved Employees). (Labor Code § 2699(m).)

Compliance Hearing is scheduled for 02/03/27 at 01:30 PM in Department 44 at Hall of Justice.

Formal order signed.

Notice to be given by Plaintiff's counsel.