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VENTURA SUPERIOR COURT

FILED

07/08/2025

K. Bieker

Executive Officer and Clerk

Jerry Ricardez
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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF VENTURA

MICHELLE DUBINSKI, individually and on
behalf of all others similarly situated, and as a
proxy of the State of California on behalf of
aggrieved employees,

Plaintiff,

vs.

LOS ROBLES REGIONAL MEDICAL
CENTER, LLC, a Tennessee Limited Liability
Company; PARALLON ENTERPRISES, LLC,
a Tennessee Limited Liability Company; and
DOES 1 through 10, inclusive,

Defendants.

CASE NO. 56-2021-00557490-CU-OE-VTA
Assigned for All Purposes to: Hon. Charmaine
H. Buehner; Dept. J4

**~~[PROPOSED]~~ JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: July 8, 2025

Time: 8:20 a.m.

Department: J4

Complaint Filed: August 25, 2021

FAC Filed: April 21, 2022

SAC Filed: January 13, 2025

1 On or about December 17, 2024, Plaintiffs Michelle Dubinski (“Dubinski”) and Michael Witt
2 (“Witt”) (collectively, “Plaintiffs”), and Defendants Los Robles Regional Medical Center (“Los
3 Robles”), HealthTrust Workforce Solutions, LLC (“HWS”), and Parallon Enterprises, LLC
4 (“Parallon”) (collectively, “Defendants”) entered into the Class, Collective and PAGA Representative
5 Action Settlement Agreement (“Settlement Agreement”).

6 **Motion for Preliminary Approval**

7 On February 14, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class Action and
8 PAGA Settlement. On March 25, 2025, the Court granted preliminary approval of the proposed
9 settlement (“Settlement”). The Court preliminarily certified the following classes for settlement
10 purposes only:

11 **The Los Robles Nurse Class:** all individuals who worked in job positions of Registered
12 Nurse, Licensed Practical Nurse, or another nursing position(s) (including both staff and
13 registry nurses) for Defendant Los Robles Regional Medical Center at Los Robles
14 Regional Medical Center in California, at any time from January 17, 2019, through the
15 date of preliminary approval.

16 **The Parallon Nurse Class:** all individuals who worked in job positions of Registered
17 Nurse, Licensed Practical Nurse, or another nursing position(s) (including both staff and
18 registry nurses) for Defendant Parallon at Los Robles Regional Medical Center in
19 California, at any time from September 4, 2020, through the date of preliminary
20 approval.

21 **The Meal and Rest Period Premium Class:** all current and former non-exempt or
22 hourly paid employees of Parallon Enterprises LLC in California who received one or
23 meal and/or rest period premiums at any time from September 4, 2020, through the date
24 of preliminary approval.

25 **The Wage Statement Class:** all current and former non-exempt or hourly paid
26 employees of Los Robles Regional Medical Center in California at any time from
27 August 7, 2019 through the date of preliminary approval.
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1 The Court appointed Bradley/Grombacher LLP as Class Counsel for the Class. Additionally,
2 the Court appointed Plaintiffs Michelle Dubinski and Michael Witt as Class Representatives, and
3 ILYM Group, Inc. as the settlement administrator. The Court also granted approval of the notice
4 procedures to be used for the Settlement.

5 **Motion for Final Approval**

6 Thereafter, on June 12, 2025, Plaintiffs filed an unopposed Motion for Final Approval of Class
7 Action and PAGA Settlement. The Court heard the Final Approval Motion on July 8, 2025.

8 The Court, having considered all documents submitted in connection with preliminary and
9 final approval of the Settlement and all oral arguments presented by counsel for the Parties, and with
10 good cause appearing, finds and orders as follows:

11 **IT IS HEREBY FINALLY ORDERED, ADJUDGED, AND DECREED THAT:**

12 **1. Jurisdiction.** The Court has jurisdiction over the subject matter of the action and over
13 all parties to the action, including all Class Members and all Aggrieved Employees.

14 **2. Fair, Reasonable, and Adequate.** The Settlement is approved and the parties shall
15 consummate the Settlement according to its terms. The Settlement was entered into in good faith; it is
16 fair, reasonable, and adequate; and it satisfies the standards and applicable requirements for final
17 approval under California law, including the provisions of California Code of Civil Procedure section
18 382 and California Rules of Court, Rule 3.769, and Labor Code Section 2699(1)(2).

19 **3. Class Certification.** The Class is properly certified as a class for settlement purposes
20 only.

21 **4. Incorporation.** The Settlement Agreement is incorporated herein and has the full force
22 and effect of an Order of this Court.

23 **5. Notice to Class Members.** Notice was provided to the Settlement Class in compliance
24 with the Settlement, California Code of Civil Procedure section 382, California Civil Code section
25 1781, due process, California Rules of Court 3.766 and 3.769, and any other applicable law, and
26 constitutes the best notice practicable under the circumstances. The Notice (i) fully and accurately
27 informed Class Members about the lawsuit and settlement; (ii) provided sufficient information so that
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1 Class Members were able to decide whether to accept the benefits offered, opt out and pursue their
2 own remedies, or object to the proposed settlement; (iii) provided procedures for Class Members to
3 object to the proposed settlement; and (iv) provided the final fairness hearing's time, date, and
4 location. The Notice fully satisfied the requirements of due process.

5 **6. Objections.** No Class Members have objected to the terms of the Settlement.

6 **7. Exclusions.** No Class Members have timely requested exclusion from the Settlement.

7 **8. Class Counsel's Fee.** Class Counsel's Fee in the amount of \$566,666.67 is approved.

8 **9. Class Counsel's Costs.** Class Counsel's Costs in the amount of \$25,660.45 are
9 approved.

10 **10. Class Representative Incentive Awards.** A Class Representative Incentive Award to
11 Plaintiffs Michelle Dubinski and Michael Witt is approved, in the amount of \$10,000.00 for each.

12 **11. Administrator Costs.** Settlement Administrator Cost in the amount of \$28,850.00 to
13 ILYM Group, Inc. is approved.

14 **12. PAGA Allocation and Settlement.** The PAGA allocation in the amount of \$20,000.00
15 is approved. This amount represents a fair, reasonable, and adequate sum for resolution of
16 representative claims raised pursuant to Labor Code section 2698, *et seq.*, and the Settlement of these
17 claims is approved. A payment in the amount of \$5,000.00 to the PAGA Group Members is approved.
18 The allocation of funds among the PAGA Group Members is fair, reasonable, and adequate. A
19 payment in the amount of \$15,000.00 to the California Labor and Workforce Development Agency is
20 approved.

21 **13. Individual Settlement Payments.** The methodology used to calculate and pay each
22 Participating Class Member's Individual Settlement Payment is fair and reasonable and, therefore,
23 approved. The Administrator is authorized to distribute the Individual Settlement Payments to
24 Participating Class Members in accordance with the terms of the Settlement. The methodology used
25 to calculate and pay each PAGA Group Member's Individual PAGA Payment is fair and reasonable
26 and, therefore, approved. The Administrator is authorized to distribute the Individual PAGA Payments
27 to PAGA Group Members in accordance with the terms of the Settlement.

1 **14. Unclaimed Funds.** Pursuant to California Code of Civil Procedure Section 384, the
2 Court determines that Participating Class Members and PAGA Group Members who do not receive
3 their pro rata share of the settlement shall have their share of the settlement sent to the California State
4 Controller's Office's Unclaimed Property Fund in the name of the Participating Class Member or
5 PAGA Group Member.

6 **15. Report.** Within 60 days after the void date on the checks, the Settlement Administrator
7 shall provide counsel for the class with a report that shall be filed with the Court by counsel for the
8 class within 15 days after receipt thereof. The report shall be in the form of a declaration from the
9 Settlement Administrator or other declarant with personal knowledge of the facts and shall describe
10 (1) the date the checks were mailed; (2) the total number of checks mailed to Class Members and
11 PAGA Group Members; (3) the number of checks that remain uncashed; and (4) the nature and date
12 of the disposition of those unclaimed funds.

13 **16. Fees.** Each party shall bear its own attorney's fees and costs, except as otherwise
14 provided in the Settlement Agreement. Except as set forth in the Settlement Agreement, the Class
15 Members, the PAGA Group Members, and the Class Representative shall take nothing by way of their
16 Second Amended Class Action Complaint in this Action.

17 **17. Class Release.** This Judgment bars in a complete and final fashion all claims of the
18 Class Members (defined as Los Robles Class Members, Parallon Nurse Class Members, Meal and
19 Rest Period Premium Class Members, and Wage Statement Class Members) against the Released
20 Parties (defined as Defendants, and each of their past, present, and future agents, employees, servants,
21 officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees,
22 representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, plans,
23 related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors,
24 insurers, consultants, joint venturers, joint employers, potential and alleged joint employers,
25 temporary staffing agencies, common law employers, potential and alleged common law employers,
26 dual employers, potential and alleged dual employers, co-employers, potential and alleged co-
27 employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos,
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1 vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint
2 liability, and all of their respective past, present and future employees, directors, officers, members,
3 owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents,
4 subsidiaries, other services providers, and assigns, and any and all persons and/or entities acting under,
5 by, through or in concert with any of them, from any and all Released Class Claims (defined as all
6 claims asserted in the Actions, as amended, and/or PAGA Notices, as amended, arising from or related
7 to the facts and claims alleged in the Actions, as amended, and/or PAGA Notices, as amended, or that
8 could have been raised in the Actions, as amended, and/or PAGA Notices, as amended, based on the
9 facts and claims alleged. The Released Class Claims include all claims for unpaid wages, including,
10 failure to pay minimum wages, straight time compensation, overtime compensation, double-time
11 compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal
12 time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period
13 wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or
14 recovery periods; the calculation of meal period, rest period, and/or recovery period premiums;
15 payment for all hours worked, including off-the-clock work; wage statements; unpaid vacation;
16 deductions; failure to keep/maintain accurate records including payroll records; unfair business
17 practices related to the Released Class Claims; penalties, including, but not limited to, recordkeeping
18 penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; failure to
19 timely pay wages; failure to timely pay final wages; and attorneys' fees and costs; all claims related
20 to the Released Class Claims arising under: the California Labor Code (including, but not limited to,
21 sections 200, 201, 201.1, 202, 203, 204, 204.2, 204.11, 210, 212, 213, 218, 218.5, 218.6, 221, 222,
22 223, 224, 225, 225.5, 226, 226.3, 226.7, 227.3, 256, 510, 512, 515.5, 516, 554, 558, 1174, 1174.5,
23 1182.12, 1194, 1194.2, 1194.3, 1194.5, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*,
24 and 2802); the Wage Orders of the California Industrial Welfare Commission; California Business
25 and Professions Code section 17200, *et seq.*; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201
26 *et seq.*; and federal common law.) The Class Representatives (Plaintiffs Michelle Dubinski and
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1 Michael Witt) are permanently enjoined and forever barred from asserting the claims released under
2 section 6.1 of the Settlement Agreement.

3 **18. PAGA Release.** This Judgment bars in a complete and final fashion all claims of the
4 PAGA Group Members (defined as “Aggrieved Employees” in section 1.4 of the Settlement
5 Agreement) against the Released Parties from any and all PAGA Released Claims (defined as all
6 known and unknown claims for civil penalties under PAGA that were asserted in the Actions, as
7 amended, and/or PAGA Notices, as amended, and any claims alleged, or that could have been alleged,
8 in the Actions, as amended, and/or PAGA Notices, as amended, based on the allegations asserted in
9 the Actions, as amended, and/or PAGA Notices, as amended, including all claims for unpaid wages,
10 including, but not limited to, claims relating to failure to pay minimum wages, straight time
11 compensation, overtime compensation, double-time compensation, and interest; the calculation of the
12 regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal
13 period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure
14 to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest
15 period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work;
16 wage statements; unpaid vacation; deductions; failure to keep/maintain accurate records including
17 payroll records; unfair business practices; penalties, including, but not limited to, recordkeeping
18 penalties, wage statement penalties, minimum wage penalties, and waiting time penalties; failure to
19 timely pay wages; failure to timely pay final wages; attorneys’ fees and costs; and all claims relating
20 to alleged violations of the Labor Code, including, but not limited to, sections 200, 201, 201.1, 202,
21 203, 204, 204.2, 204.11, 210, 212, 213, 218, 218.5, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.3,
22 226.7, 227.3, 256, 510, 512, 515.5, 516, 554, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3,
23 1194.5, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, and 2802.)

24 **19. Effective Date of Releases.** The releases set forth herein will take effect after the
25 Court grants the Motion for Final Approval and upon service of the Notice of Entry of Order and/or
26 Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the sixty-first (61st) day
27 following Notice of Entry of the Court’s Order and/or Judgment; (ii) the date of affirmance of an
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1 appeal of the Order Granting Final Approval and/or Judgment becomes final under the California
2 Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final
3 Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal
4 decision relating to the Order Granting Final Approval and/or Judgment, and issuance of remittitur.

5 **20. Continued Jurisdiction.** After entry of this Judgment, pursuant to California Rules of
6 Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce
7 the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement
8 benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution
9 of settlement benefits.

10 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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12 Dated: _____

7/8/25

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THE HONORABLE CHARMAINE H. BUEHNER
JUDGE OF THE SUPERIOR COURT