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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF STANISLAUS

TYEISHA TRAVIS, ALEJANDRA NAVA,
an individual, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

COMMUNITY HOSPICE, INC., a California
Corporation; and Does 1 through 50,
Inclusive,

Defendants.

CASE NO.: **CV-23-001773**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: July 8, 2026

Hearing Time: 8:30 a.m.

Judge: Hon. Clifford Tong
Dept: 23

Date Filed: April 4, 2023

Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on July 15, 2026, the Court entered the
3 Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5 Respectfully submitted,

6 Dated: July 15, 2026

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: /s/ Kyle Nordrehaug
9 Kyle R. Nordrehaug
Attorneys for Plaintiffs

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am
4 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La
5 Jolla, California 92037.

6 On July 15, 2026, I served the document(s) described as:

7 **1. Notice of Entry of Judgment**

8 X (BY ELECTRONIC SERVICE): Pursuant to CCP §1010.6, I provided the documents
9 referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the
10 following confirmed e-mail address(es):

11 Klinedinst PC
12 Kaleigh E. Thomas
13 Email: kthomas@klinedinstlaw.com
14 Lindsey N. Casillas
15 Email: LCasillas@klinedinstlaw.com
16 Aurora Thiede
17 Email: athiede@klinedinstlaw.com
18 Marjorie Fair
19 Email: mfair@klinedinstlaw.com
20 801 K Street, Suite 2100
21 Sacramento, California 95814

22 Attorneys for Defendant

23 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
24 Labor Workforce Development Agency via online process at the PAGA Filing website in
25 accordance with the procedure imposed by the LWDA.

26 X (State): I declare under penalty of perjury under the laws of the State of California that the
27 above is true and correct. Executed on July 15, 2026, at La Jolla, California.

28 By: /s/ Kyle Nordrehaug
Kyle R. Nordrehaug, Esq.

EXHIBIT #1

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

TYEISHA TRAVIS, ALEJANDRA NAVA,
an individual, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiff,

vs.

CRYSTAL CREAMERY, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **CV-23-001773**

~~[REVISED PROPOSED]~~ FINAL
APPROVAL ORDER AND JUDGMENT

Hearing Date: July 8, 2026

Hearing Time: 8:30 a.m.

Judge: Hon. Clifford Tong

Dept.: 23

Date Action Filed: April 4, 2023

Trial Date: Not set

1 The motion of Plaintiffs Tyeisha Travis and Alejandra Nava (“Plaintiffs”) for an order
2 finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant Community Hospice, Inc. (“Defendant”) and for an award of attorneys’ fees and costs,
4 service payments, and the fees of the Administrator duly came on for hearing on July 8, 2026
5 before the Honorable Clifford Tong.

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 California Superior Court for the County of Stanislaus, and over all Parties to this litigation,
13 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 One Million Fifty Thousand
16 Dollars (\$1,050,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, the significant risks relating to certification, liability, and damages issues, and the
21 assistance of an experienced mediator in the settlement process, among other factors, support the
22 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On March 11, 2026, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

27 **Notice to the Class**

1 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
2 by first class mail to members of the Class at their last known addresses on or about April 10,
3 2026. Mailing of the Class Notice to their last known addresses was the best notice option under
4 the circumstances and was reasonably calculated to communicate actual notice of the litigation
5 and the proposed settlement to the Class. The Class Notice given to the Class Members fully and
6 accurately informed the Class Members of all material elements of the proposed Settlement and of
7 their opportunity to object to or comment thereon or to seek exclusion from the Settlement;
8 constituted valid, due, and sufficient notice to all Class Members; and complied fully with the
9 laws of the State of California, the United States Constitution, due process and other applicable
10 law. The Class Notice fairly and adequately described the Settlement and provided Class
11 Members adequate instructions and a variety of means to obtain additional information.

12 7. The Response Deadline for opting out of the Class or submitting written objections
13 to the Settlement was June 9, 2026 which was extended by 14 days for re-mailed Class Notices.
14 There was an adequate interval between mailing of the Class Notice and the response deadline to
15 permit Class Members to choose what to do and act on their decision. A full opportunity has been
16 afforded to the Participating Class Members to participate in this hearing, and all Participating
17 Class Members and other persons wishing to be heard have been heard. Class Members also have
18 had a full and fair opportunity to exclude themselves from the proposed Settlement and Class.
19 Accordingly, the Court determines that all Class Members who did not timely and properly submit
20 a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

21 **Fairness Of Settlement**

22 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
23 48 Cal.App.4th 1794, 1801 (1996).

24 a. The settlement was reached through arm's-length bargaining between the
25 parties during an all-day mediation before Hon. Carl J. West (ret.), a respected and experienced
26 mediator of wage and hour class actions. There has been no collusion between the parties in
27 reaching the proposed settlement.

1 b. Plaintiffs' investigation and discovery have been sufficient to allow the
2 Court and counsel to act intelligently.

3 c. Counsel for both parties are experienced in similar employment class action
4 litigation. All counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. No
6 objections were received. No requests for exclusion were received.

7 e. The participation rate was high. 402 Participating Class Members will be
8 mailed a settlement payment, representing 100% of the overall Class.

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

14 10. The Agreement is approved as fair, adequate and reasonable and in the best
15 interests of the Class Members.

16 **Attorneys' Fees and Costs**

17 11. An award of \$350,000 for attorneys' fees, representing one-third of the Gross
18 Settlement Amount, and \$44,304.85 for litigation costs and expenses, is reasonable, in light of the
19 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
21 lodestar and billing statement.

22 **Class Representative Service Payments**

23 12. The Agreement provides for a Class Representative Service Payments of not more
24 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
25 Representative Service Payments in the amount of \$10,000 each to the Plaintiffs are reasonable in
26 light of the risks and burdens undertaken by the Plaintiffs in the litigation and for their time and
27 effort in bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

2 13. The Administrator shall calculate and administer the payment to be made to the
3 Participating Class Members in the manner set forth in the Agreement, transmit payment for
4 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payments to
5 the Plaintiffs, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
6 withholdings and perform the other remaining duties set forth in the Agreement. The
7 Administrator has documented \$8,750 in fees and expenses, and this amount is reasonable in light
8 of the work performed by the Administrator.

9 **PAGA Penalties**

10 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
11 of \$50,000, which shall be allocated with 75% (\$37,500) allocated to the LWDA PAGA Payment
12 and 25% (\$12,500) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
13 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
14 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total
15 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and
16 (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved
17 Employees" are all individuals who are or previously were employed by Defendant in California
18 and classified as a non-exempt employee at any time during the PAGA Period (December 16,
19 2021 through June 8, 2025). The Court finds the PAGA Penalties to be reasonable. All
20 Aggrieved Employees will be sent their share of the PAGA Penalties and will be subject to the
21 release of the Released PAGA Claims as set forth below, whether or not they opt out of the
22 Settlement.

23 **II.**

24 **ORDERS**

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

26 15. The certification of the Class for the purposes of settlement is confirmed. The
27 Class is defined as follows:

1 All individuals who are or previously were employed by Defendant in California
2 and classified as a non-exempt employee at any time during the Class Period (April
3 4, 2019 through June 8, 2025).

4 16. All persons who meet the foregoing definition are members of the Class, except for
5 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
6 no individuals who requested exclusion from the Class.

7 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
8 best interest of the Class. Defendant shall fund the Gross Settlement Amount by transmitting the
9 funds to the Administrator by either December 1, 2026 or within sixty (60) days of Defendant’s
10 receipt of the Employee Retention Tax Credit, whichever occurs first. Defendant shall also fully
11 fund all employer-side payroll taxes will within fourteen (14) days after Defendant funds the
12 Gross Settlement Amount..

13 18. Class Counsel are awarded attorneys' fees in the amount of \$350,000 and costs in
14 the amount of \$44,304.85. Class Counsel shall not seek or obtain any other compensation or
15 reimbursement from Defendant, Plaintiffs or members of the Class.

16 19. The payment of the Class Representative Service Payments in the amount of
17 \$10,000 each to the Plaintiffs is approved.

18 20. The payment of \$8,750 to the Administrator for their fees and expenses is
19 approved.

20 21. The PAGA Penalties in the amount of \$50,000 are approved and shall be allocated
21 in accordance with the Agreement.

22 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
23 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
24 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
25 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
26 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
27 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
28 whatsoever. Defendant has denied that it has done anything wrong and disputes all the claims in

1 this Action. The entering into or carrying out of the Agreement, and any negotiations or
2 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
3 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
4 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
5 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
6 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
7 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
8 Released PAGA Claims.

9 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
10 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
11 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
12 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
13 to individual Class Members. Plaintiff shall serve this Final Approval Order and Judgment on the
14 LWDA.

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

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

23 25. Except as set forth in the Agreement and this Final Approval Order and Judgment,
24 Plaintiffs, and all members of the Class, shall take nothing in the Action.

25 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
26 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
27
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1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
2 arising from or in connection with the distribution of settlement benefits.

3 27. The Parties are authorized to agree to and to adopt such amendments, modifications
4 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
5 Final Approval Order and Judgment and as approved by the Court.

6 28. Each party shall bear its own attorneys' fees and costs, except as otherwise
7 provided in the Agreement and in this Final Approval Order and Judgment.

8 29. Effective on the date when Defendant fully funds the entire Gross Settlement
9 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
10 Payments, all Participating Class Members, on behalf of themselves and their respective former
11 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
12 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
13 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
14 Operative Complaint which occurred during the Class Period during employment in a non-exempt
15 position in California. Except as expressly set forth in the Agreement, Participating Class
16 Members do not release any other claims, including claims for vested benefits, wrongful
17 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
18 disability, social security, workers' compensation, or Class claims based on facts occurring outside
19 the Class Period.

20 30. "Released Parties" are defined as: Defendant and each of its former and present
21 directors, officers, shareholders, employees, parent companies, subsidiaries, divisions, affiliates,
22 owners, members, shareholders, directors, officers, partners, joint venturers, agents, attorneys,
23 insurers, predecessors, successors, assigns and subsidiaries.

24 31. Effective on the date when Defendant fully funds the entire Gross Settlement
25 Amount and funds all Aggrieved Employees and the LWDA are deemed to release, on behalf of
26 themselves and their respective former and present representatives, agents, attorneys, heirs,
27 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

1 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
2 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
3 Notices, which occurred during the PAGA Period during employment in a non-exempt position in
4 California. The Released PAGA Claims do not include other PAGA claims, underlying wage and
5 hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment
6 and Housing Act, unemployment insurance, disability, social security, workers' compensation,
7 and PAGA claims outside of the PAGA period.

8 32. As of the Effective Date and upon full funding of the Gross Settlement Amount by
9 Defendant, Plaintiffs release and discharge the Defendant and the Released Parties as to the
10 Plaintiffs' Release, as set forth fully in paragraph 6.1 of the Agreement.

11 33. In accordance with the provisions of Code Civ. Proc. § 384, the Court sets a
12 compliance hearing for April 15, 2027 at 8:30 a.m. in Department 23 to confirm full
13 administration of the settlement. Class Counsel shall submit a compliance report no later than 5
14 court days before the date of the hearing, which shall include the total amount that was actually
15 paid to the class members pursuant to the subject settlement. At the time of the compliance
16 hearing, the Court shall amend the judgment to direct that the sum of the unpaid funds, plus
17 interest as required by the statute, be distributed as set forth in the Agreement.

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

19
20 Dated: 7/14/2026



21
22 HON. CLIFFORD TONG
JUDGE, SUPERIOR COURT OF CALIFORNIA