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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN LUIS OBISPO
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11 DAWN ZIMMERLE, individually, on a
12 representative basis, and on behalf of all
others similarly situated;

13 Plaintiff,

14 vs.
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16 CENTRAL COAST HOME HEALTH,
17 INC., a California Corporation; and DOES
1 through 20, inclusive;

18 Defendants.
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Case No.: 26CVP-0012
*[Assigned to Hon. Tana L. Coates, Dept. 4, for
all purposes]*

[PROPOSED] ORDER:

- 1) **PRELIMINARILY APPROVING
CLASS ACTION AND PAGA
SETTLEMENT;**
- 2) **CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) **DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND**
- 4) **SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having reviewed the Class Action and PAGA Settlement Agreement and Release of
2 Claims (the “Settlement Agreement” or “S.A.”), which is attached as Exhibit A to the
3 Declaration of Brian Mankin in Support of Motion for Preliminary Approval of Class Action and
4 PAGA Settlement filed on September 15, 2026, between Plaintiff Dawn Zimmerle (“Plaintiff”)
5 and Defendant Central Coast Home Health, Inc., (“Defendant”) (collectively, the “Parties”), as
6 well as the Memorandum of Points and Authorities in Support of the Unopposed Motion for
7 Preliminary Approval of Class Action Settlement, the documents submitted in support of the
8 motion, and all supporting legal authorities and documents, IT IS HEREBY ORDERED:

9 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
10 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
11 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
12 hearing. The Settlement Amount is One Million Six Hundred Seventy-Five Thousand Dollars
13 (\$1,675,000), subject to the Escalator Clause, and appears to be fair, adequate and reasonable to
14 the Class. Based on a review of the papers submitted by Plaintiff, the Court finds that the
15 Settlement is the result of arms-length negotiations conducted after the Parties adequately
16 investigated and became familiar with the strengths and weaknesses of the claims. The
17 assistance of an experienced mediator in the Settlement process supports the Court’s conclusion
18 that the Settlement is non-collusive.

19 2. This Order incorporates by reference the definitions in the Agreement, and all
20 terms not otherwise defined in this Order shall have the same meaning as set forth in the
21 Agreement.

22 3. The Agreement specifies an attorneys’ fees award not to exceed one-third of the
23 Settlement Amount (which is \$558,333.33 unless the Escalator Clause results in an increase to
24 the Settlement Amount), an award of litigation expenses incurred, not to exceed Thirty Thousand
25 Dollars (\$30,000), and a proposed Class Representative Service Payment to the Plaintiff in an
26 amount not to exceed Ten Thousand Dollars (\$10,000). The Court will not approve the amount
27 of attorneys’ fees and litigation expenses, nor the amount of any service payment, until the Final
28 Approval Hearing. Plaintiff will be required to present evidence supporting these requests prior

1 to final approval.

2 4. For settlement purposes only, the Court finds that the proposed Class is
3 sufficiently numerous, ascertainable, and that there is a well-defined community of interest
4 among the Class Members in questions of law and fact. The Court, therefore, conditionally
5 certifies the following Class, for settlement purposes only: “all current and former nonexempt
6 employees employed by Defendant Central Coast Home Health, Inc., in California during the
7 Class Period of January 7, 2022, through October 31, 2026.”

8 5. Additionally, the “Aggrieved Employees” are defined to include: all current and
9 former nonexempt employees employed by Defendant Central Coast Home Health, Inc., in
10 California during the PAGA Period of January 7, 2025, through October 31, 2026.

11 6. The class action settlement set forth in the Settlement Agreement between
12 Plaintiff and Defendant is preliminarily approved as it appears to be proper, to fall within the
13 range of a fair, reasonable, and adequate settlement, and to be presumptively valid, subject only
14 to any objections that may be raised at the Final Approval Hearing.

15 7. For settlement purposes only, the Court appoints Plaintiff Dawn Zimmerle as
16 Class Representative, and Brian Mankin and Peter Carlson as Class Counsel.

17 8. The Court approves Phoenix Settlement Administrators to act as the Settlement
18 Administrator, who is directed to fulfill all of the duties and services set forth in the Settlement
19 Agreement. The Settlement Administrator shall file a declaration concurrently with the Motion
20 for Final Approval, authenticating a copy of every objection and request for exclusion received
21 by the Settlement Administrator.

22 9. The Court approves, as to form and content, the Class Notice and finds that the
23 Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd.
24 (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the
25 proposed settlement terms and of their options, including: (1) the nature of the action, the
26 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement;
27 (2) Plaintiff’s and Class Counsel’s applications for the Class Representative Service Payment,
28 and Class Counsel’s request for attorneys’ fees and costs; (3) a formula used to determine the

1 Class Member's estimated Individual Class Payment; (4) Class Members' rights to appear
2 through counsel of their own choosing and at their own cost, if they desire; (5) how to object to
3 the Settlement or submit an opt-out request if a Class Member wishes to do so; and (6) how to
4 obtain additional information regarding the action and the Settlement. Counsel for the Parties
5 are authorized to correct any typographical errors in settlement and make clarifications, to the
6 extent the same are found or needed, so long as such corrections do not materially alter the
7 substance of the documents.

8 10. The Court approves the procedure for Class Members to participate in, request
9 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
10 and the Class Notice.

11 11. The Court finds that the deadlines and method set forth in the Settlement
12 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the
13 best notice practicable under the circumstances, constitute due and sufficient notice to all persons
14 entitled to notice, and otherwise satisfy the requirements of California law and due process.

15 12. The Court directs the Settlement Administrator to perform address verification
16 measures and mail the Class Notice by first class mail to the Class Members not later than 10
17 days after it receives the "Class Data" as defined in the Settlement Agreement and to otherwise
18 carry out the Settlement according to the terms of the Settlement Agreement and in conformity
19 with this Order. The Parties are also ordered to carry out the Settlement according to the terms
20 of the Settlement Agreement.

21 13. All Class Members shall be deemed to participate in the Settlement, although any
22 Class Member who wishes to comment on or object to the Settlement or who elects not to
23 participate in the Settlement has until forty-five (45) days after the mailing of the Class Notice to
24 submit his or her objection or Request to be Excluded, pursuant to the procedures set forth in the
25 Class Notice.

26 14. The Court approves the handling of unclaimed funds set forth in the Settlement
27 Agreement, specifically that any unclaimed funds in the Administrator's account as a result of a
28 failure to timely cash a settlement check shall be issued to the State Controller's Office in the

name of the Class Member, as set forth in the Settlement Agreement.

15. The following dates shall govern for purposes of this settlement:

Date: _____, 2026	Preliminary Approval (PA) hearing
(42 days after PA)	Deadline for Administrator to complete first mailing of the Class Notice to all Class Members.
(45 days after mailing)	Deadline for Class Members to submit Requests for Exclusion, Objections and Disputes to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval, or filing response to an objection.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
Date: _____, 2026	Final Approval Hearing
Time: _____	

16. A final approval hearing shall be held in this Court on the date and time above to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class Counsel; and (3) the amount of the Service Payment to the Class Representative.

17. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used by Plaintiff or the Class Members in this Action as an admission by or against Defendant or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever.

18. The Court may, for good cause shown, extend any of the deadlines set forth in this Order. If any Class Member submits an objection to the settlement and the Final Approval Hearing is continued, the Settlement Administrator is directed to give notice of the new hearing date to the objecting party.

1 19. In the event that the Settlement Agreement does not receive final approval or the
2 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
3 shall be vacated.

4 20. Pending the Final Approval hearing, all proceedings in this action, other than
5 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
6 Order, are stayed.

7 21. Counsel for the Parties are hereby authorized to utilize all reasonable procedures
8 in connection with the administration of the Settlement which are not materially inconsistent
9 with either this Order or the terms of the Settlement.

10 22. Plaintiff is hereby ordered to give notice of the Settlement to the California Labor
11 and Workforce Development Agency, as required by PAGA.

12 23. The Court reserves the right to adjourn or continue the date of the Final Approval
13 Hearing and all dates provided for in the Agreement without further notice to Class Members
14 and retains jurisdiction to consider all further applications arising out of or connected with the
15 proposed Settlement.

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17 Date: _____

Hon. Tana L. Coates