

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Email: Kyle@bamlawca.com

Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE 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**

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: February 4, 2026
Hearing Time: 1:30 p.m.

Judge: Hon. Charmaine H. Buehner
Dept.: 44

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

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	DESCRIPTION OF THE SETTLEMENT	2
III.	CASE BACKGROUND	3
IV.	THE SETTLEMENT MEETS THE CRITERIA NECESSARY FOR THIS COURT TO GRANT PRELIMINARY APPROVAL	3
A.	The Role Of The Court In Preliminary Approval Of A Class Action Settlement.	4
B.	Factors To Be Considered In Granting Preliminarily Approval.	5
1.	The Settlement is the Product of Serious, Informed and Arm's Length Negotiations by Experienced Counsel.	5
2.	The Settlement Has No "Obvious Deficiencies" and Falls Within the Range for Approval	7
3.	The Settlement Does Not Improperly Grant Preferential Treatment To Class Representatives or Segments Of The Class	10
4.	The Stage Of The Proceedings Are Sufficiently Advanced To Permit Preliminary Approval Of The Settlement	11
V.	THE CLASS IS PROPERLY CERTIFIED FOR SETTLEMENT PURPOSES	11
A.	California Code of Civil Procedure § 382.	12
B.	The Proposed Class Is Ascertainable and Numerous	12
C.	Common Issues of Law and Fact Predominate.	12
D.	The Claims of the Plaintiff Are Typical of the Class Claims	13
E.	The Class Representation Fairly and Adequately Protected the Class	14
F.	The Superiority Requirement Is Met	14
VI.	THE PROPOSED METHOD OF CLASS NOTICE IS APPROPRIATE	15
VII.	CONCLUSION	15

TABLE OF AUTHORITIES

<u>Cases:</u>	<u>Page:</u>
<i>Andrews v. Plains All Am. Pipeline L.P.</i> , 2022 U.S. Dist. LEXIS 172183 (C.D. Cal. 2022)	10
<i>Brinker v. Superior Court</i> , 53 Cal. 4th 1004 (2012)	9
<i>Bowles v. Superior Court</i> , 44 Cal.2d 574 (1955)	12
<i>Cellphone Termination Fee Cases</i> , 180 Cal.App.4th 1110 (2009)	3
<i>Cho v. Seagate Tech. Holdings, Inc.</i> , 177 Cal. App. 4th 734 (2009)	4
<i>Dunk v. Ford Motor Co.</i> , 48 Cal.App.4th 1794 (1996)	3, 4, 6
<i>Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)</i> , 213 F.3d 454 (9 th Cir. 2000)	9
<i>Duran v. U.S. Bank National Assn.</i> , 59 Cal. 4th 1 (2014)	9
<i>Frazier v. City of Richmond</i> , 184 Cal.App.3d 1491 (1986)	4
<i>Gautreaux v. Pierce</i> , 690 F.2d 616 (7th Cir. 1982)	4
<i>Ghazaryan v. Diva Limousine, Ltd.</i> , 169 Cal. App. 4th 1524 (2008)	2
<i>Glass v. UBS Fin. Servs.</i> , 2007 U.S. Dist. LEXIS 8476 (N.D.Cal. 2007)	8, 9, 10
<i>Green v. Obledo</i> , 29 Cal.3d 126 (1981)	4
<i>Hanlon v. Chrysler Corp.</i> , 150 F.3d 1011 (9 th Cir. 1998)	8, 13, 14
<i>In re Tableware Antitrust Litig.</i> , 484 F.Supp. 2d 1078 (N.D. Cal. 2007)	5
<i>In re Wash. Public Power Supply System Sec. Litig.</i> , 720 F. Supp. 1379 (D. Ariz. 1989)	6
<i>Kullar v. Foot Locker</i> , 168 Cal. App. 4th 116 (2008)	5, 6

1	<i>Linder v. Thrifty Oil Co.</i> ,	
2	23 Cal. 4th 429 (2003)	13
3	<i>Louie v. Kaiser Foundation Health Plan, Inc.</i> ,	
4	2008 WL 4473183 (S.D.Cal. 2008).	10
5	<i>Ma v. Covidien Holding, Inc.</i> ,	
6	2014 WL 2472316, (C.D. Cal. 2014)	8
7	<i>Mathein v. Pier 1 Imps. (U.S.), Inc.</i> ,	
8	2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018)	10
9	<i>Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.</i> ,	
10	221 F.R.D. 523 (C.D. Cal. 2004)	5
11	<i>Naranjo v. Spectrum Sec. Servs., Inc.</i> ,	
12	15 Cal. 5th 1056 (2024)	8,9
13	<i>Nordstrom Comm'n Cases</i> ,	
14	186 Cal. App. 4th 576 (2010)	3, 8
15	<i>Officers for Justice v. Civil Service Com'n, etc.</i> ,	
16	688 F.2d. 615 (9th Cir. 1982).	3, 4, 5
17	<i>Reynolds v. Direct Flow Med., Inc.</i> ,	
18	2019 U.S. Dist. LEXIS 149865 (N.D. Cal. 2019)	10
19	<i>Rose v. City of Hayward</i> ,	
20	126 Cal.App.3d 926 (1981).	12
21	<i>Sav-On Drug Stores, Inc. v. Superior Court</i> ,	
22	34 Cal. 4th 319 (2004)	12, 13, 15
23	<i>Sayaman v. Baxter Healthcare Corp.</i> ,	
24	2010 U.S. Dist. LEXIS 151997 (C.D. Cal. 2010)	4
25	<i>Stovall-Gusman v. W.W. Granger, Inc.</i> ,	
26	2015 U.S. Dist. LEXIS 78671 (N.D. Cal. 2015)	8
27	<i>Tate v. Weyerhaeuser Co.</i> ,	
28	723 F.2d 598 (8th Cir. 1983).	13
	<i>Valentino v. Carter-Wallace, Inc.</i> ,	
	97 F.3d 1227 (9th Cir. 1996).	14
	<i>Vasquez v. Superior Court</i> ,	
	4 Cal.3d 800 (1971).	4
	<i>Viceral v. Mistras Grp., Inc.</i> ,	
	2016 WL 5907869 (N.D. Cal. Oct. 11, 2016)	8
	<i>Wershba v. Apple Computer, Inc.</i> ,	
	91 Cal.App.4th 224 (2001)	4

1 **Statutes, Rules and Regulations:**
2 California Code of Civil Procedure §382..... 11, 12
3 California Labor Code §203 7
4 California Labor Code §226 7
5 California Rules of Court, rule 3.766 15
6 California Rules of Court, rule 3.769 4, 15

7 **Secondary Sources:**
8 2 H. Newberg & A. Conte, *Newberg on Class Actions* (3d ed. 1992) 4, 12
9 *Manual For Complex Litigation*, (Second), §30.44, 41.43 (1993) 4
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **I. INTRODUCTION**

2 Plaintiff Lauren Zepf (“Plaintiff”) respectfully submits this memorandum in support of the
3 unopposed motion for preliminary approval of the proposed class action and PAGA settlement with
4 Defendant Community Memorial Health System (“Defendant”), and seeks entry of an order:
5 (1) preliminarily approving the proposed settlement of this class action with Defendant; (2) for
6 settlement purposes only, conditionally certifying the Class, which is comprised of “all current
7 and former hourly, non-exempt employees of Defendant who worked in a clinical job position,
8 as defined by Defendant, in California at any time during the Class Period”, which is July 23,
9 2020 to December 5, 2025; (3) provisionally appointing Plaintiff as the representative of the
10 Class; (4) provisionally appointing Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class
11 Counsel; (5) approving the form and method for providing class-wide notice; (6) directing that
12 notice of the proposed settlement be given to the Class; (7) appointing ILYM Group, Inc. as the
13 Administrator, and (8) scheduling a final approval hearing date, proposed for August 5, 2026,
14 to consider Plaintiff’s motion for final approval of the settlement and for approval of attorneys’
15 fees, expenses and the service award. Plaintiff and Defendant (collectively the “Parties”) have
16 reached a full and final settlement of the above-captioned action (the “Settlement”), which is set forth
17 in the Class Action and PAGA Settlement Agreement (“Agreement”) filed concurrently with the Court.¹
18 A copy of the fully executed Agreement is attached as Exhibit #1 to the Declaration of Kyle Nordrehaug
19 (“Decl. Nordrehaug”), served and filed herewith. The form of the Agreement is based upon the Los
20 Angeles County Superior Court model form for a class and PAGA settlement.

21 As consideration for this Settlement, the non-reversionary Gross Settlement Amount of Two
22 Million Dollars (\$2,000,000) (the “Gross Settlement Amount”) is to be paid by Defendant, as set forth
23 in the Agreement. The Gross Settlement Amount will settle all issues pending in the Action between
24 the Parties and will be made in full and final settlement of the Released Class Claims in exchange for the
25 payments to Participating Class Members from the Net Settlement Amount, and includes (a) the costs
26 of administration of the settlement, (b) all attorneys' fees and costs, (c) Class Representative Service

27 _____
28 ¹ Capitalized terms shall have the same meaning as defined in the Agreement.

1 Payment, and (d) the PAGA Penalties payment allocated 65% to the LWDA and 35% to the Aggrieved
2 Employees. (Agreement at ¶ 1.21.) Decl. Nordrehaug at ¶3. The following is a table of the key
3 Settlement terms and the proposed deductions:

4 **\$2,000,000** (Gross Settlement Amount)

- 5 - \$15,000 (Plaintiff's proposed service award - not to exceed amount)
- 6 - \$25,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- 7 - \$666,666 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- 8 - \$50,000 (PAGA Payment - 65% to LWDA / 35% to Aggrieved Employees)
- 9 - \$27,500 (Administration Expenses Payment - not to exceed amount)

10 **\$1,215,834** (Net Settlement Amount)

11 Based upon 4,500 Class Members who worked an estimated 450,000 work weeks (Agreement at ¶ 4.1),
12 the Gross Settlement Amount provides an average value of \$444 per Class Member and \$4.44 per
13 workweek and after deductions the Net Settlement Amount provides an average recovery of \$270.18
14 per Class Member and a recovery of \$2.70 per workweek. Decl. Nordrehaug at ¶6.

15 On September 5, 2025, the Parties participated in an all-day mediation with Deborah
16 Crandall-Saxe, Esq., a respected and experienced mediator of wage and hour class actions. Following
17 the mediation, the Parties agreed on the basic terms of a settlement pursuant to a mediator's proposal,
18 memorialized in the form of a Memorandum of Understanding. Decl. Nordrehaug at ¶5. The Settlement
19 is fair, reasonable and adequate, and should be preliminarily approved, because there is a substantial
20 monetary payment, and there are significant litigation risks. Plaintiff respectfully requests that this Court
21 grant preliminary approval of the Agreement and enter the proposed order submitted herewith.

22 **II. DESCRIPTION OF THE SETTLEMENT**

23 The Gross Settlement Amount is Two Million Dollars (\$2,000,000). (Agreement at ¶ 1.21.)
24 Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of
25 the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and
26 Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class
27 Representative Service Payment to the Plaintiff; and (5) the PAGA Penalties payment. (Agreement at
28 ¶ 1.21.) The Gross Settlement Amount does not include Defendant's share of payroll taxes.
(Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.
(Agreement at ¶ 3.1.) Decl. Nordrehaug at ¶15.

The Agreement contains appropriate terms which have been previously approved by this Court

1 and Courts throughout California. (See Agreement at ¶¶ 1.27, 1.37, 3.2, 4.3, 5.1, and 6.2.) The
2 proposed Class Notice also provides the required protections for the Class to opt out, object or dispute
3 their weeks worked. (See Agreement at ¶¶ 8.5, 8.6, 8.7, and Exhibit A.) The additional details of the
4 Settlement are addressed in the Decl. Nordrehaug at ¶¶ 16-22. As set forth in the accompanying proof
5 of service, the LWDA has been served with this motion and the Agreement.

6 **III. CASE BACKGROUND**

7 The description of the case and claims, along with the procedural history is set forth in the
8 Declaration of Kyle Nordrehaug at ¶¶ 7-14. The Parties engaged in thorough investigation and the
9 exchange of documents and information in connection with the Action for more than one year which
10 permitted Class Counsel to perform a thorough analysis of the claims. Decl. Nordrehaug, ¶¶ 10, 14.
11 The Parties participated in a mediation on September 5, 2025 with Deborah Crandall-Saxe, Esq., which
12 after arms' length negotiations, resulted in this Settlement. Decl. Nordrehaug, ¶12.

13 **IV. THE SETTLEMENT MEETS THE CRITERIA NECESSARY FOR THIS COURT TO 14 GRANT PRELIMINARY APPROVAL**

15 California “[p]ublic policy generally favors the compromise of complex class action litigation.”
16 *Nordstrom Comm'n Cases*, 186 Cal. App. 4th 576, 581 (2010) quoting *Cellphone Termination Fee*
17 *Cases*, 180 Cal.App.4th 1110, 1117-18 (2009). Class action settlements are approved where the
18 proposed settlement is “fair, adequate and reasonable.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794,
19 1801 (1996) (citing *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982), cert.
20 denied, 459 U.S. 1217 (1983)).

21 Preliminary approval is the first of three steps that comprise the approval procedure for
22 settlements of class actions. The second step is the dissemination of notice of the settlement to all class
23 members. The third step is a final settlement approval hearing, at which evidence and argument
24 concerning the fairness, adequacy, and reasonableness of the settlement may be presented, and class
25 members may be heard regarding the settlement. *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794,
26 1801 (1996); *Manual for Complex Litigation, Second* §30.44 (1993); Cal. Rules of Court, rule 3.769.

27 The primary question presented on an application for preliminary approval of a proposed class
28 action settlement is whether the proposed settlement is “within the range of possible approval.” *Manual*

1 *for Complex Litigation*, Second §30.44 at 229; *Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3 (7th Cir.
2 1982).² Preliminary approval is merely the prerequisite to giving notice so that “the proposed
3 settlement... may be submitted to members of the prospective Class for their acceptance or rejection.”
4 *Sayaman v. Baxter Healthcare Corp.*, 2010 U.S. Dist. LEXIS 151997, *3 (C.D. Cal. 2010). There is
5 “a presumption of fairness . . . where . . . [a] settlement is reached through arms-length bargaining.”
6 *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 245 (2001) (citation omitted); see also *Cho v.*
7 *Seagate Tech. Holdings, Inc.*, 177 Cal. App. 4th 734, 742-45 (2009) (upholding trial court's
8 determination that settlement was “fair, reasonable and adequate” where the settlement “provided
9 valuable benefits to the class . . . that were ‘particularly valuable in light of the risks plaintiff would have
10 faced if she proceeded to litigate her case.’”); *Newberg*, 3d Ed., §11.41, p.11-88. However, the ultimate
11 question of whether the proposed settlement is fair, reasonable and adequate is made after notice of the
12 settlement is given to the class members and a final settlement hearing is held by the Court.

13 **A. The Role Of The Court In Preliminary Approval Of A Class Action Settlement**

14 The approval of a proposed settlement of a class action suit is a matter within the broad
15 discretion of the trial court. *Wershba, supra*, 91 Cal.App.4th at 234-235; *Dunk*, 48 Cal.App.4th 1794.
16 In considering a potential settlement for preliminary approval purposes, the trial court does not have to
17 reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute, and
18 need not engage in a trial on the merits. *Wershba, supra*, 91 Cal.App.4th at 239-40; *Dunk, supra*, 48
19 Cal.App. 4th at 1807. The Ninth Circuit explained that, “the very essence of a settlement is
20 compromise, ‘a yielding of absolutes and an abandoning of highest hopes.’” *Officers for Justice*, 688
21 F.2d at 624. Thus, when analyzing the settlement, the amount is “not to be judged against a hypothetical
22 or speculative measure of what might have been achieved by the negotiators.” *Officers for Justice*, 688
23 F.2d at 625, 628.

24 With regard to class action settlements, the opinions of counsel should be given considerable

25
26 ² California courts look to federal authority on class actions. *Vasquez v. Superior Court*, 4 Cal.3d
27 800, 821 (1971). “It is well established that in the absence of relevant state precedents trial courts are
28 urged to follow the procedures prescribed in Rule 23 of the Federal Rules of Civil Procedure for
conducting class actions.” *Frazier v. City of Richmond*, 184 Cal. App.3d 1491, 1499 (1986), citing
Green v. Obledo, 29 Cal.3d 126, 145-146 (1981).

weight both because of counsel’s familiarity with this litigation and previous experience with cases such as these. *Officers for Justice*, 688 F.2d at 625. As a result, courts hold that the recommendation of counsel is entitled to significant weight. *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004).

B. Factors To Be Considered In Granting Preliminary Approval

A number of factors are to be considered in evaluating a settlement for purposes of preliminary approval. In determining whether to grant preliminary approval, the court considers whether the "(1) the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, (2) has no obvious deficiencies, (3) does not improperly grant preferential treatment to class representatives or segments of the class, and (4) falls within the range of possible approval." *In re Tableware Antitrust Litig.*, 484 F.Supp. 2d 1078, 1079 (N.D. Cal. 2007). Courts hold that “a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 128 (2008). Here, the Settlement meets all of the applicable criteria for preliminary approval and therefore the presumption applies.

1. The Settlement is the Product of Serious, Informed and Arm’s Length Negotiations by Experienced Counsel

This settlement is the result of extensive and hard-fought litigation as well as negotiations before an experienced and well-respected mediator. Defendant has expressly denied and continues to deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class Claims of the Class in accordance with this Settlement. The release applicable to the Class is appropriately tethered to factual allegations in the Operative Complaint. (Agreement at ¶¶ 1.37 and 6.2.)

Class Counsel are experienced and qualified to evaluate the class claims, the defenses asserted, and the risks and benefits of trial and settlement, and Class Counsel are particularly experienced in wage and hour employment class actions, as Class Counsel has previously litigated and certified similar claims against other employers. Decl. Nordrehaug at ¶31. The view of qualified and well-informed counsel

1 that a class action settlement is fair, adequate, and reasonable is entitled to significant weight. *See*
2 *Kullar v. Foot Locker*, 168 Cal. App. 4th 116, 133 (2008) (the trial court "undoubtedly should continue
3 to place reliance on the competence and integrity of counsel, the involvement of a qualified mediator,
4 and the paucity of objectors to the settlement."); *Dunk*, 48 Cal. App. 4th at 1802.

5 The Parties attended an arms-length mediation session with Deborah Crandall-Saxe, Esq., a
6 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement.
7 In preparation for the mediation, Defendant provided Class Counsel with payroll, time and employment
8 data, along with other information regarding the Class Members, various internal documents, and other
9 compensation and employment-related materials. Class Counsel analyzed the data with the assistance
10 of damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator. The
11 final settlement terms were negotiated and set forth in the Agreement now presented for this Court's
12 approval. Decl. Nordrehaug at ¶ 5. Importantly, Plaintiff and Class Counsel believe that this Settlement
13 is fair, reasonable and adequate.

14 Class Counsel has conducted a thorough investigation into the facts of the class action as detailed
15 in the Decl. Nordrehaug. Based on the Class data and their own independent investigation, evaluation
16 and experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the
17 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
18 facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and
19 potential appellate issues. Decl. Nordrehaug at ¶ 14. Plaintiff and Class Counsel recognize the risks,
20 expense and length of continuing to litigate and trying this Action against Defendant and then litigating
21 possible appeals which could take several years. Plaintiff and Class Counsel have determined that the
22 Settlement set forth in the Agreement is in the best interest of the Class Members. Decl. Nordrehaug,
23 ¶ 23.

24 Here, there can be no dispute that the litigation has been hard-fought with aggressive and
25 capable advocacy on both sides. The Parties were represented by experienced and capable counsel who
26 zealously advocated their positions. Accordingly, "[t]here is likewise every reason to conclude that
27 settlement negotiations were vigorously conducted at arms' length and without any suggestion of undue
28 influence." *In re Wash. Public Power Supply Sec. Litig.*, 720 F. Supp. 1379, 1392 (D. Ariz 1989).

1 **2. The Settlement Has No "Obvious Deficiencies" and Falls Well Within**
2 **the Range for Approval**

3 The proposed Settlement herein has no “obvious deficiencies” and is well within the range of
4 possible approval. All Class Members will receive an opportunity to participate in the Settlement and
5 receive payment according to the same formula. (Agreement at ¶ 3.2(e).) Based upon 4,500 Class
6 Members who worked an estimated 450,000 work weeks (Agreement at ¶ 4.1), the Gross Settlement
7 Amount provides an average value of \$444 per Class Member and \$4.44 per workweek and after
8 deductions the Net Settlement Amount provides an average recovery of \$270.18 per Class Member and
9 a recovery of \$2.70 per workweek. Decl. Nordrehaug, ¶6.

10 The calculations to compensate for the amount due for the Class at the time of the mediation
11 were calculated by Berger Consulting, Plaintiff’s damage expert. As to the Class whose claims are at
12 issue in this Action, Plaintiff used the expert to analyze the data and determine the potential unpaid
13 wages for the employees. The maximum potential damages were calculated to be \$499,311 for the
14 alleged underpaid overtime based upon the miscalculation of the regular rate and this value could be \$0
15 as Defendant showed that the bonus compensation was discretionary, \$1,615,988 for the alleged unpaid
16 wages for off-the-clock work at five minutes per week, \$4,753,094 for alleged meal period damages
17 based upon a 14.3% potential violation rate for all shifts worked observed in the time records and after
18 a reduction of 50% of the violations which were subject to health care worker meal waivers under
19 *Gerard v. Orange Coast Memorial*, 6 Cal. 5th 443 (2018), \$4,867,435 for alleged rest period damages
20 based upon one missed rest period per month, and \$0 for alleged unreimbursed cell-phone expenses
21 because cell phones were paid. Decl. Nordrehaug, ¶6. As a result, the total damage valuation was
22 calculated such that Defendant was subject to a maximum damage claim in the amount of \$11,735,828.
23 As to potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of
24 \$19,282,983, and potential maximum wage statement penalties were \$9,676,800.³ Defendant vigorously

25 _____
26 ³ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226,
27 at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted
28 by Defendant, including, a good faith dispute defense as to whether any premium wages for meal or rest
periods or other wages were owed given Defendant’s position that Plaintiff and Class Members were
properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) (“There

1 disputed Plaintiff's calculations and exposure theories. Decl. Nordrehaug, ¶6.

2 Consequently, the Gross Settlement Amount of \$2,000,000 represents more than 17% of the
3 maximum value of the alleged damages at issue in this case at the time this Settlement was negotiated.⁴
4 Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v.*
5 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for
6 waiting time and wage statement penalties, even if wages were owed to the Class. The above maximum
7 calculations should then be realistically risk-adjusted in consideration for both the risk of class
8 certification and the risk of establishing class-wide liability on all claims. Another important
9 consideration for Plaintiff was the Defendant's ability to pay. Defendant is a regional hospital with
10 limited funds. Given the amount of the settlement as compared to the potential value of claims in this
11 case, the defenses asserted by Defendant, and the Defendant's financial circumstances, this settlement
12 is fair and reasonable.⁵ Clearly, the goal of this litigation has been met. Decl. Nordrehaug, ¶6.

13 Where both sides face significant uncertainty, the attendant risks favor settlement. *Hanlon v.*
14 *Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). Here, a number of defenses asserted by
15 Defendant present serious threats to the claims of the Plaintiff and the other Class Members. Defendant
16 asserted that Defendant's practices complied with all applicable Labor laws. Defendant argued that
17 Class Members were paid for all time worked and that work time was properly recorded. Defendant

18
19
20 is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether
and when the wages were due.").

21 ⁴ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
22 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The PAGA
claim is addressed in the Decl. Nordrehaug at ¶33.

23 ⁵ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
24 settlement where the settlement amount constituted approximately 25% of the estimated overtime
25 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
26 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*
27 *Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
28 Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 also argued that there was no miscalculation of the regular rate as discretionary bonus compensation is
2 not included in the regular rate calculation under the law, Defendant contends that its meal and rest
3 period policies fully complied with California law and that Defendant did not fail to provide the
4 opportunity for legally required meal and rest breaks and that most of the meal periods were subject to
5 health care worker meal waivers under *Gerard v. Orange Coast Mem'l Med. Ctr.*, 6 Cal. 5th 443 (2018).
6 Defendant could argue that its payment of significant meal period premiums is also evidence of its lawful
7 practices. Defendant contends that there was no failure to pay for business expenses and that
8 reimbursement was evidenced in the wage statements. Finally, Defendant has an argument that the
9 Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's
10 claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendant also
11 argues that based on its facially lawful practices, Defendant acted in good faith and without willfulness,
12 which if accepted would negate the claims for waiting time penalties and/or inaccurate wage statements.
13 See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if an employer
14 reasonably and in good faith believed it was providing a complete and accurate wage statement in
15 compliance with the requirements of section 226, then it has not knowingly and intentionally failed to
16 comply with the wage statement law.") If successful, Defendant's defenses could eliminate or
17 substantially reduce any recovery to the Class. While Plaintiff believes that these defenses could be
18 overcome, Defendant maintains these defenses have merit and therefore present a serious risk to
19 recovery by the Class. Decl. Nordrehaug, ¶ 24.

20 There was also a significant risk that, if the Action was not settled, Plaintiff would be unable to
21 obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
22 of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed
23 the propriety of class certification, arguing that individual issues precluded class certification. Further,
24 as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59
25 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the
26 class has been certified. While other cases have approved class certification in wage and hour claims,
27 class certification in this action was hotly disputed and the maintenance of a certified class through trial
28 was by no means a foregone conclusion. Decl. Nordrehaug, ¶ 25.

1 After arm's length negotiations between experienced and informed counsel, the Parties
2 recognized the potential risks and agreed on the Settlement with a Gross Settlement Amount of
3 \$2,000,000. As the Court held in *Glass*, where the parties faced uncertainties similar to those here:

4 In light of the above-referenced uncertainty in the law, the risk, expense, complexity, and
5 likely duration of further litigation likewise favors the settlement. Regardless of how this
6 Court might have ruled on the merits of the legal issues, the losing party likely would
7 have appealed, and the parties would have faced the expense and uncertainty of litigating
8 an appeal. 'The expense and possible duration of the litigation should be considered in
9 evaluating the reasonableness of [a] settlement.'"

2007 WL 221862, at *4 (quoting *In re Mego Financial Corp. Securities Litigation*, 213 F.3d 454, 458
(9th Cir. 2000)).

10 3. The Settlement Does Not Improperly Grant Preferential Treatment To 11 Class Representatives or Segments Of The Class

12 The relief provided in the Settlement will benefit all members of the Class. The Settlement does
13 not grant preferential treatment to Plaintiff or segments of the Class in any way. Payments to the Class
14 Members are all determined under a neutral methodology. Each Participating Class Member will receive
15 the same opportunity to participate in and receive payment through a neutral formula that is based upon
16 the Workweeks for that individual. Decl. Nordrehaug, ¶4.

17 Plaintiff will apply to the Court for a Class Representative Service Payment in consideration for
18 her service and for the risks undertaken on behalf of the Class. (Agreement at ¶ 3.2(a).) Plaintiff
19 performed her duties admirably by working with Class Counsel over the course of litigation. Decl.
20 Nordrehaug at ¶27. At this stage, the requested service award is within the range of reasonableness for
21 purposes of preliminary approval. *See e.g. Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist.
22 LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are
23 appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal.
24 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S.
25 Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was
26 \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008)
27 (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin.*
28 *Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime class
action and a pool of \$100,000 in enhancements). As explained in *Glass*, service awards are routinely

1 awarded to class representatives to compensate the employees for the time and effort expended on the
2 case, for the risk of litigation, for the fear of suing an employer and retaliation there from, and to serve
3 as an incentive to vindicate the statutory rights of all employees. 2007 WL 221862 at *16-17.

4 **4. The Stage Of The Proceedings Are Sufficiently Advanced To Permit**
5 **Preliminary Approval Of The Settlement**

6 The stage of the proceedings at which this Settlement was reached also militates in favor of
7 preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted a
8 thorough investigation into the facts of the class action. Class Counsel began investigating the Class
9 Members' claims before the Action was filed, and during the course of litigation, and Class Counsel and
10 engaged in sufficient informal discovery to obtain necessary information. Class Counsel conducted a
11 review and analysis of the relevant documents and data with the assistance of experts. Class Counsel
12 was also experienced with these claims, as Class Counsel previously litigated and settled similar claims
13 in other actions. Accordingly, the agreement to settle did not occur until Class Counsel possessed
14 sufficient information to make an informed judgment regarding the likelihood of success on the merits
15 and the results that could be obtained through further litigation. Decl. Nordrehaug at ¶28.

16 Based on the foregoing data and their own independent investigation and evaluation, Class
17 Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set
18 forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light
19 of all known facts and circumstances, including the risk of significant delay, defenses asserted by
20 Defendant, and numerous potential appellate issues. Decl. Nordrehaug at ¶29.

21 **V. THE CLASS IS PROPERLY CERTIFIED FOR SETTLEMENT PURPOSES ONLY**

22 Plaintiff contends that the proposed settlement meet all of the requirements for class certification
23 under California Code of Civil Procedure § 382 as demonstrated below, and therefore, the Court may
24 appropriately approve the Class as defined in the Agreement. This Court should conditionally certify the
25 Class for settlement purposes only, defined as follows:

26 All current and former hourly, non-exempt employees of Defendant who worked in a
27 clinical job position, as defined by Defendant, in California at any time during the Class
28 Period.

(Agreement at ¶ 1.5.)

1 The Class Period is from July 23, 2020 to December 5, 2025. (Agreement at ¶ 1.12).

2 **A. California Code of Civil Procedure § 382**

3 Plaintiff seeks certification of this Class for settlement purposes under California Code of Civil
4 Procedure § 382. The California Supreme Court has summarized the standard for determining whether
5 class certification is appropriate as follows:

6 Code of Civil Procedure Section 382 authorizes class actions “when the question is one
7 of a common or general interest, of many persons, or when the parties are numerous, and
8 it is impracticable to bring them all before the court....” The party seeking certification
9 has the burden to establish the existence of both an ascertainable class and a well-defined
10 community of interest among class members. (*citations omitted*). The “community of
11 interest” requirement embodies three factors: (1) predominant common questions of law
12 or fact; (2) class representatives with claims or defenses typical of the class; and (3) class
13 representatives who can adequately represent the class.

14 *Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal. 4th 319, 326 (2004).

15 While Defendant reserves all rights to dispute that the Plaintiff can satisfy these requirements,
16 the Parties agree that Defendant will not dispute that these requirements may be satisfied in this case for
17 purposes of settlement only and therefore, the proposed Class should be certified for purposes of
18 settlement only. (Agreement at ¶ 2.10.)

19 **B. The Proposed Class Is Ascertainable and Numerous**

20 Plaintiff brings this action on behalf of a Class of non-exempt employees of Defendant who
21 worked in a clinical job position during the Class Period. Plaintiff asserts that all of these individuals are
22 ascertainable because the class members can readily be determined through examination of Defendant’s
23 files. Given that the Class consists of approximately 4,500 individuals, Plaintiff maintains that
24 numerosity is clearly satisfied. *See Bowles v. Superior Court*, 44 Cal.2d 574 (1955) (class with 10
25 members); *Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981) (class of 48 members satisfies
26 numerosity requirement.) Here, Plaintiff asserts that the 4,500 current and former employees that
27 comprise the Class can be identified based on Defendant’s records and are sufficiently numerous for class
28 certification. Decl. Nordrehaug at ¶30.

C. Common Issues of Law and Fact Predominate

Predominance of common issues of law or fact does not require that the common issues be
dispositive of the entire controversy or even that they be dispositive of all liability issues. 1 *Newberg on*

1 *Class Actions*, Section 4.25 at 4-82, 4-83 (1992). “Predominance is a comparative concept, and ‘the
2 necessity for class members to individually establish eligibility and damages does not mean individual
3 fact questions predominate.’” *Sav-On*, 34 Cal. 4th at 334.

4 Commonality exists if there is a predominant common legal question regarding how an
5 employer’s policies impact its employees. *Ghazaryan v. Diva Limousine, Ltd.*, 169 Cal. App. 4th 1524,
6 1536 (2008) (“[T]he common legal question remains the overall impact of Diva’s policies on its
7 drivers.”) Whether the plaintiff is likely to prevail on their theory of recovery is irrelevant at the
8 certification stage since the question is “essentially a procedural one that does not ask whether an action
9 is legally or factually meritorious.” *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 439-440 (2003).

10 Here, Plaintiff contends that common questions of law and fact are present, specifically the
11 common questions of whether Defendant’s practices were lawful, whether Defendant failed to provide
12 meal and rest periods to Class Members, whether Class members were lawfully compensated for all
13 hours worked, whether Defendant failed to provide required expense reimbursement, and whether Class
14 Members are entitled to damages and penalties as a result of these practices. Plaintiff contends that
15 certification of this Class is appropriate because Defendant allegedly engaged in uniform practices with
16 respect to the Class Members. As a result, these common questions of liability could be answered on
17 a class wide basis. Decl. Nordrehaug, ¶30. Defendant disputes that common questions predominate but
18 will not oppose such a finding for purposes of this Settlement only.

19 **D. The Claims of the Plaintiff Are Typical of the Class Claims**

20 The typicality requirement requires the Plaintiff to demonstrate that the members of the class
21 have the same or similar claims as the Plaintiff. “The typicality requirement is met when the claims of
22 the [p]laintiff arise from the same event or are based on the same legal theories.” *Tate v. Weyerhaeuser*
23 *Co.*, 723 F.2d 598, 608 (8th Cir. 1983). In *Hanlon, supra*, 150 F.3d at 1020, the Ninth Circuit held that
24 “[u]nder the rule’s permissive standards, representative claims are ‘typical’ if they are reasonably
25 coextensive with those of absent class members; they need not be substantially identical.”

26 In this Action, Plaintiff contends that the typicality requirement is fully satisfied. Plaintiff, like
27 every other member of the Class, was employed by Defendant as a non-exempt employee, and, like every
28 other member of the Class, was subject to the same employment practices. Plaintiff, like every other

1 member of the Class, also claims owed compensation as a result of the Defendant's uniform company
2 policies and practices. Thus, the claims of Plaintiff and the members of the Class arise from the same
3 course of conduct by Defendant, involve the same issues, and are based on the same legal theories.
4 Decl. Nordrehaug at ¶30. Plaintiff asserts that the typicality requirement is met as to the common issues
5 presented in this case. Defendant disputes that the typicality requirement is satisfied but do not oppose
6 a finding of typicality for purposes of this Settlement only.

7 **E. The Class Representation Fairly and Adequately Protected the Class**

8 Plaintiff contends that the Class Members are adequately represented here because Plaintiff and
9 representing counsel (a) do not have any conflicts of interest with other class members, and (b) will
10 prosecute the case vigorously on behalf of the class. *Hanlon*, 150 F.3d at 1020. This requirement is met
11 here. First, Plaintiff is well aware of her duties as the representative of the Class and has actively
12 participated in the prosecution of this case to date. Plaintiff effectively communicated with Class
13 Counsel, provided documents and information to Class Counsel, and participated in the investigation
14 and resolution of the Action. The personal involvement of the Plaintiff was essential to the prosecution
15 of the Action and the monetary settlement reached. Second, Plaintiff retained competent counsel who
16 are experienced in employment class actions and who have no conflicts. Decl. Nordrehaug at ¶ 31.
17 Third, there is no antagonism between the interests of the Plaintiff and those of the Class. Both the
18 Plaintiff and the Class Members seek monetary relief under the same set of facts and legal theories.
19 Under such circumstances, there can be no conflicts of interest, and adequacy of representation is
20 satisfied. *Reaves v. Ketoro, Inc.*, 2020 U.S. Dist. Lexis 167926, *23 (C.D. Cal. 2020).

21 **F. The Superiority Requirement Is Met**

22 To certify a class, the Court must also determine that a class action is superior to other available
23 methods for the fair and efficient adjudication of the controversy. "Where classwide litigation of
24 common issues will reduce litigation costs and promote greater efficiency, a class action may be superior
25 to other methods of litigation." *Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234 (9th Cir. 1996).
26 As the Supreme Court has previously explained:

27 Absent class treatment, each individual plaintiff would present in separate, duplicative
28 proceedings the same or essentially the same arguments and evidence, including expert
testimony. The result would be a multiplicity of trials conducted at enormous expense

1 to both the judicial system and the litigants.

2 *Sav-On*, 34 Cal. 4th at 340.

3 Here, Plaintiff contends that a class action is the superior mechanism for resolution of the claims
4 as pled by the Plaintiff. While Defendant disputes that the superiority requirement is satisfied, Defendant
5 does not dispute a finding of superiority for purposes of this Settlement only.

6 **VI. THE PROPOSED METHOD OF CLASS NOTICE IS APPROPRIATE**

7 The Court has broad discretion in approving a practical notice program. *7- Eleven Owners for*
8 *Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1164 (2000). The Parties have agreed
9 upon procedures by which the Class Members will be provided with written notice of the Settlement
10 similar to that approved and utilized in hundreds of class action settlements and the Class Notice includes
11 all relevant information. (See Exhibit “A” to the Agreement.) Decl. Nordrehaug at ¶32. The Class
12 Notice will explain that the Class Members shall have sixty (60) days from the date that the Class Notice
13 is mailed to them (the “Response Deadline”) to request exclusion (opt-out) or to submit a written
14 objection. (Agreement at ¶¶ 1.41, 8.5, 8.7.) Class Members shall be given the opportunity to object to
15 the Settlement and/or the attorneys’ fees and expenses, and to appear at the Final Approval Hearing.
16 (Agreement at ¶ 8.7.) This notice program was designed to meaningfully reach the Class Members and
17 it advises them of all pertinent information concerning the Settlement. Decl. Nordrehaug at ¶32. The
18 distribution of the Class Notice satisfies the requirements of due process, is the best notice practicable
19 under the circumstances, and complies with Rules of Court 3.766 and 3.769(f).

20 **VII. CONCLUSION**

21 Plaintiff respectfully requests that the Court preliminarily approve the proposed settlement and
22 sign the proposed Preliminary Approval Order, which is submitted herewith, and schedule the final
23 approval hearing for the proposed date of August 5, 2026.

24 Dated: December 30, 2025 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**
25 By: /s/ Kyle Nordrehaug
26 Kyle R. Nordrehaug, Esq., Attorney for Plaintiff
27
28