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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

LAUREN ZEPF,

Plaintiff,

v.

COMMUNITY MEMORIAL HEALTH,

Defendants.

Case No. 2024CUOE028051

**DECLARATION OF CASSANDRA
POLITES OF ILYM GROUP, INC.
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

HEARING INFO

Date: August 5, 2026

Time: 1:30 p.m.

Judge: Hon. Charmaine H. Buehner
Dept: 44

Date Filed: July 23, 2024

Trial Date: Not set

1 I, Cassandra Polites, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Zepf v.*
6 *Community Memorial Health System* matter. I am authorized to make this declaration on behalf of
7 ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval*
18 (referred to as “Class Notice Packet”); (b) receiving and processing requests for exclusion and
19 objections to the Settlement; (c) resolving Class Members’ disputes over the number of workweeks
20 Defendant has record of them working during the Class Period, which was pre-printed on their
21 individualized Class Notice; (d) establishing a QSF account and calculating individual settlement
22 award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings
23 as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other
24 applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of
25 the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court
26 orders ILYM Group to perform.
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1 4. On February 20, 2026, ILYM Group received the Court approved text for the Class
2 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice
3 Packet, which was approved by the Parties' Counsel prior to mailing.

4 5. On March 2, 2026, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, and the
6 number of workweeks for each Class Member and number of pay periods for each Aggrieved
7 Employee. The data file was uploaded to our database and checked for duplicates and other possible
8 discrepancies. The Class List contained unique records for 3,961 individuals who worked a total of
9 497,017 work weeks.

10 6. Pursuant to the Settlement Agreement, if it is determined that the number of
11 Workweeks worked during the Class Period exceeds 495,000 (450,000, plus 10% of 450,000), then
12 Defendant shall have the option to: (i) end the Class Period and PAGA Period as of the date that
13 the Workweeks reached 495,000, or (ii) increase the Gross Settlement Amount on a proportional
14 basis above the ten percent threshold (i.e. if the number of Workweeks increases by 12% over
15 450,000 workweeks, the Gross Settlement Amount will increase by 2%) (the "Escalator Clause").
16 Based on the class data provided to ILYM Group there are 3,961 class members who worked
17 497,017 workweeks during the Class Period.

18 7. The Defendant elected to increase the Gross Settlement Amount; therefore, the
19 escalator clause has been triggered, and the increased Gross Settlement Amount is \$2,004,080.81
20 during the initial mailing.

21 8. As part of the preparation for mailing, all 3,961 names and addresses contained in
22 the Class List were then processed against the National Change of Address ("NCOA") database,
23 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
24 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
25 contains requested change of addresses filed with the USPS. To the extent that an updated address
26 was found in the NCOA database, the updated address was used for the mailing of the Class Notice
27 Packet. To the extent that no updated address was found in the NCOA database, the original address
28 provided by Counsel for Defendant was used for the mailing of the Class Notice Packet.

1 9. On March 20, 2026, the Class Notice Packet was 3,961 individuals contained in the
2 Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the mailed Class Notice
3 Packet.

4 10. As of the date of this declaration, 274 Class Notice Packets have been returned to
5 our office of which none were returned with a forwarding address. ILYM Group performed a
6 computerized skip trace on the 274 returned Class Notice Packets that did not have a forwarding
7 address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice
8 Packet. As a result of this skip trace, 217 updated addresses were obtained and the Class Notice
9 Packets were promptly re-mailed to those Class Members, via U.S. First Class Mail.

10 11. As of the date of this declaration, a total of 239 Class Notice Packets have been re-
11 mailed as a result of ILYM Group's skip tracing efforts.

12 12. As of the date of this declaration, a total of 35 Class Notice Packets have been
13 deemed undeliverable as no updated addresses were found notwithstanding the skip tracing.

14 13. As of the date of this declaration, ILYM Group has received requests for exclusion
15 from Claudia Magana Cancino, Josie Becker, Evie Arauz, Karly Smithee, Julia Holton, Cassidy
16 Robinson and Rachel Holst. The deadline to request exclusion from the Settlement was May 19,
17 2026.

18 14. As of the date of this declaration, ILYM Group has not received any objections to
19 the Settlement. The deadline to submit a written objection to the Settlement was May 19, 2026.

20 15. As of the date of this declaration, ILYM Group has not received any disputes from
21 a Class Member. The deadline to submit a work week dispute was May 19, 2026.

22 16. As of this date, there are 3,954 Participating Class Members, representing 99.82%
23 of the initial Class, who did not submit a timely and valid Request for Exclusion and are therefore
24 deemed Participating Class Members. These Participating Class Members worked a total of
25 496,010 work weeks. ILYM recalculated the escalator clause increase based on the total work
26 weeks worked by Class Members who did not submit a valid Request for Exclusion. Accordingly,
27 the revised increased Gross Settlement Amount is \$2,004,080.81.
28

1 17. The Net Settlement Amount available to Participating Class Members is estimated
2 to be \$1,176,103.87 and was calculated by subtracting the requested attorneys' fees \$668,026.94,
3 the amount allocated for litigation costs and expenses \$25,000.00, the requested Class
4 Representative Service Payment \$10,000.00, the requested Administration Expenses Payment
5 \$24,950.00, the LWDA Payment \$65,000.00 and the PAGA Penalties allocation to Aggrieved
6 Employees \$35,000.00 from the Gross Settlement Amount \$2,004,080.81.

7 18. The Individual Class Payment is allocated on a pro rata basis using their work weeks
8 worked.

9 19. The *highest* Individual Class Payment to a Participating Class Member is currently
10 estimated to be approximately \$708.97, the *average* Individual Class Payment is currently
11 estimated to be approximately \$297.45 and, the *lowest* Individual Class Payment is currently
12 estimated to be approximately \$2.37. These amounts are subject to employee-side tax and
13 withholdings.

14 20. Pursuant to the Agreement, 35% of the PAGA Penalties payment \$100,000.00 will
15 be allocated to Aggrieved Employees regardless of whether he or she opted outs of the Class
16 Settlement; Aggrieved Employees cannot opt out of the PAGA Settlement. The PAGA Penalties
17 allocation to Aggrieved Employees (\$35,000) is allocated on a pro rata basis using their PAGA Pay
18 Periods. There are 3,060 Aggrieved Employees who worked 125,750 pay periods during the PAGA
19 period.

20 21. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently
21 estimated to be approximately \$17.81, the *average* Individual PAGA Payment is currently
22 estimated to be approximately \$11.44 and the *lowest* Individual PAGA Payment is currently
23 estimated to be approximately \$0.28.

24 22. ILYM Group's total fees and costs for services in connection with the administration
25 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
26 costs for completion of the settlement administration, are \$24,950.00. ILYM Group's work in
27 connection with this matter will continue with the calculation of the settlement award payments,
28 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such

1 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
2 Group to perform.

3
4 I declare under penalty of perjury under the laws of the State of California and the United
5 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
6 was executed this 10th day of July 2026, at Tustin, California.

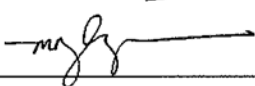
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11 CASSANDRA POLITES
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EXHIBIT “A”

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

***Zepf v. Community Memorial Health System, Superior Court of the State of California,
County of Ventura, Case No. 2024CUOE028051***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE
CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Community Memorial Health System ("Defendant") for alleged wage and hour violations. The Action was filed by Plaintiff Luran Zepf ("Plaintiff"). No court or jury has made any determination regarding the merits of Plaintiff's claims, or that the claim can be pursued as a class action. The Parties have voluntarily reached a settlement to avoid the expenses and disruption of class litigation.

The proposed Settlement has two main parts: (1) a Class Settlement whereby Defendant has agreed to fund Individual Class Payments to all current and former hourly, non-exempt employees of Defendant who worked in a clinical job position, as defined by Defendant, in California at any time during the Class Period (July 23, 2020 through December 5, 2025) ("Class Members"), and (2) a PAGA Settlement whereby Defendant has agreed to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency ("LWDA") and to all current and former hourly, non-exempt employees of Defendant who worked in a clinical job position, as defined by Defendant, in California at any time during the PAGA Period (July 3, 2023 through December 5, 2025) ("Aggrieved Employees").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$«Estimated_Class_Award» (less withholding), and your Individual PAGA Payment is estimated to be \$«Estimated_PAGA_Award».** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant's records showing that **you worked «Work Weeks 7232020 12520251» Workweeks** during the Class Period and **you worked «Pay Periods 732023 12520251» pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice, meaning that the Court has preliminarily determined that the settlement is fair and reasonable. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment reflecting the terms of the Settlement, under which Defendant will make payments under the Settlement and Class Members and Aggrieved Employees will give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment. In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is May 19, 2026.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid an Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline May 19, 2026	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the Settlement and/or the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the August 5, 2026, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on August 5, 2026 at 1:30 p.m., at the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009, in Department 44 before Judge Charmaine H. Buehner. This hearing may change as explained below in Section 9. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline May 19, 2026	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by May 19, 2026. See Section 5 of this Notice

1. What is action about?

Plaintiff was an employee of Defendant. The Action claims that Defendant violated California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide required expense reimbursement, failing to provide accurate itemized wage statements, failing to provide wages when due, failure to pay sick wages, and engaging in unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act ("PAGA"). The First Amended Class And Representative Action Complaint, filed October 10, 2025, is the Operative Complaint in the Action.

Defendant denies all liability and maintains that it has paid all employees all wages and sick pay due, provided all required breaks, paid all required expense reimbursements, and furnished accurate wage statements.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

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

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits, or that Plaintiff can bring this claim on behalf of anyone else. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Million Eight Thousand One Hundred Forty-Nine Dollars and Forty-Nine Cents (\$2,008,149.49) (“Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant will pay to the Administrator the Gross Settlement Amount and all employer-side payroll taxes due within fourteen (14) days of the Effective Date. The “Effective Date” means the date five (5) business days after the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$24,950 for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$669,383.16, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payment.** A Class Representative Service Payment in an amount not more than \$10,000 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- **PAGA Penalties.** A payment of \$100,000 relating to Plaintiff’s claim under PAGA, \$65,000 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$35,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 35% share of PAGA Penalties (\$35,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (July 3, 2023 through December 5, 2025), excluding any pay periods the Aggrieved Employee was out of work on a leave of absence or other pay periods constituting time off work.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$1,178,816.33. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week in which a Class Member worked at least one day for Defendant as a non-exempt, hourly employee, excluding weeks the Class Member was out of work on a leave of absence or other payroll weeks constituting time off work. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment and/or Individual PAGA Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment. If you do not inform the Administrator of an updated address, the Administrator's mailing of your settlement check to the address on file shall be deemed sufficient proof of delivery of your settlement proceeds.

Tax Matters. Fifteen Percent (15%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty-five Percent (85%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks remitted to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties have proposed Food Share of Ventura County as the Cy Pres Recipient and represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 8 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally and fully release and forever discharge Defendant and the Released Parties from all claims, causes of action, rights, demands, penalties, costs, and attorneys' fees arising during the Class Period under state, federal, or local law that were alleged, or reasonably could have been alleged, based upon or arising out of the facts alleged in the Operative Complaint (the "Released Class Claims"). The Released Class Claims include any and all statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, penalties, restitution, liquidated damages, interest, attorneys' fees, or litigation costs arising under California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, California Business and Professions Code section 17200, et seq., and any IWC Wage Orders (as codified in the California Code of Regulations). The Released Class Claims include any and all claims for minimum wage violations, failure to pay overtime wages, meal period violations, rest period violations, failure to reimburse necessary business expenditures, wage statement violations, failure to pay vacation and sick pay wages, failure to pay wages when due, waiting time penalties, and violation of California's unfair competition law based on the aforementioned claims. Participating Class Members do not release any other claims,

including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, along with the State of California, fully release and forever discharge the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period that were alleged, or reasonably could have been alleged based upon or arising out of the facts alleged in the Operative Complaint in the Operative Complaint, the PAGA Notice (the "Released PAGA Claims"). The Released PAGA Claims include claims for PAGA penalties based on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 and any IWC Wage Orders (as codified in the California Code of Regulations), any and all PAGA claims based on alleged minimum wage violations, failure to pay overtime wages, meal period violations, rest period violations, failure to reimburse necessary business expenditures, wage statement violations, failure to pay vacation and sick pay wages, failure to pay wages when due, failure to provide seating, and waiting time penalties. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Community Memorial Health System and any and all of its former and present directors, officers, shareholders, partners, principals, consultants, related entities, parents, subsidiaries, managers, owners, members, employees, contractors, fiduciaries, beneficiaries, agents, affiliates, representatives, heirs, executors, attorneys, accountants, payroll companies, insurers, predecessors, successors, and assigns.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Defendant's records reflect that you worked «Work_Weeks_7232020__12520251» Workweeks during the Class Period (July 23, 2020 through December 5, 2025).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is \$«Estimated_Class_Award».

Defendant's records reflect that you worked «Pay_Periods_732023__12520251» PAGA Pay Periods during the during the PAGA Period (July 3, 2023, through December 5, 2025). Based on this information your estimated Individual PAGA Payment is \$«Estimated_PAGA_Award».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is May 19, 2026. You may also fax the dispute to (888) 845-6185 or email the dispute to info@ilymgroup.com by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on the Parties' counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment and/or Individual PAGA Payment will be mailed automatically to the same address as this Class Notice.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is May 19, 2026. You may also fax your request to opt out to (888) 845-6185 or email the dispute to info@ilymgroup.com by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Zepf v. Community Memorial Health System* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Zepf v. Community Memorial Health System*, Case No. 2024CUOE028051. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781. Written requests for exclusion that are postmarked after May 19, 2026, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

A Participating Class Member who disagrees with any aspect of the Agreement may wish to object to the Settlement. **The Response Deadline for sending written objections to the Administrator is May 19, 2026.** You may also fax the dispute to (888) 845-6185 or email the dispute to info@ilymgroup.com by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Zepf v. Community Memorial Health System*, Case No. 2024CUOE028051, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure at <http://www.ventura.courts.ca.gov/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

QUESTIONS REGARDING OBJECTIONS, REQUESTS FOR EXCLUSION, AND ANYTHING ELSE IN THIS NOTICE SHOULD BE DIRECTED TO THE ADMINISTRATOR, ILYM GROUP, WHOSE CONTACT INFORMATION IS ABOVE.

Class Counsel and their contact information is as follows:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

Counsel for Defendant and their contact information is as follows:

Paul K. Wilcox
Rafael Gonzalez
Christina M. Behrman

Mullen & Henzell L.L.P.
112 East Victoria Street
Post Office Drawer 789
Santa Barbara, CA 93102-0789

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at 1:30 p.m. (Pacific Standard Time) on August 5, 2026, in Department 44 of the Superior Court of California, County of Ventura, at 800 South Victoria Avenue, Ventura, California 93009, before Judge Charmaine H. Buehner. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing using the procedure at https://www2.ventura.courts.ca.gov/pdf_files/Courtroom/C44/departement-44-rules-procedures-rev-2-2-26.pdf.

For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Internet via the Case Inquiry page for the California Superior Court for the County of Ventura (https://www2.ventura.courts.ca.gov/pdf_files/Courtroom/C44/departement-44-rules-procedures-rev-2-2-26.pdf) and entering the Case No. 2024CUOE028051. It will also be posted on the Administrator's website for this settlement: <https://ilymgroup.com/CommunityMemorial>.

10. How Can I Get More Information?

You may call the Administrator at (888) 250-6810 or write to *Zepf v. Community Memorial Health System* Administrator, c/o ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to the Administrator's website for this settlement: <https://ilymgroup.com/CommunityMemorial>. where these documents will be posted as they become available, by reaching out to the Administrator, or examining the Court's file on the Internet via the Case Inquiry page for the California Superior Court for the County of Ventura (<https://www.ventura.courts.ca.gov/case-inquiry.html>) and entering the Case No. 2024CUOE028051. If you wish to view the Court files in person, you do so at the Clerk's Office at 800 South Victoria Avenue, Ventura, California 93009.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b). The Parties have proposed Food Share of Ventura County as the Cy Pres Recipient
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.