

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

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12 Attorneys for Plaintiff

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

15 BIANCA CURRY, on behalf of herself
16 and on behalf of all persons similarly
17 situated,

18 Plaintiff,

19 vs.

20 UNITED HEALTH CARE STAFFING,
21 INC., a California Corporation;
22 ON-CALL THERAPISTS, INC., a
23 California Corporation; DOES 1
24 through 50, inclusive,

25 Defendants.

Case No. CGC-21-597339

[Consolidated with Case No. CGC-22-598120]

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: January 14, 2025

Hearing Time: 9:00 a.m.

[Hearing scheduled by Order dated August 20, 2024]

Judge: Hon. Curtis E. A. Karnow

Dept: 611

Action Filed: December 28, 2021

Trial Date: Not Set

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

2 YOU ARE HEREBY NOTIFIED THAT on January 14, 2025, the Court entered the
3 Judgment and the Order Granting Motion for Final Approval in the above entitled action. A
4 true and correct copy of the Judgment is attached hereto as Exhibit #1 and a true and correct
5 copy of the Order Granting Motion for Final Approval is attached hereto as Exhibit #2.

6 Respectfully submitted,

7
8 Dated: January 20, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

9
10 By: /s/ Kyle Nordrehaug
11 Kyle R. Nordrehaug
12 Attorneys for Plaintiff
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1 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

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

5 On January 20, 2025, I served the document(s) described as:

6 **1. Notice of Entry of Judgment**

7
8 XX : (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically
9 via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

10 **O'Hagan Meyer LLP**

Joseph R. Lordan

Vincent R. Fisher

11 Trenten Bilodeaux

One Embarcadero Center, Suite 2100

12 San Francisco, CA 94111

Telephone: 628.626.6901

13 Emails: Jlordan@OHaganMeyer.com; Vfisher@OHaganMeyer.com;

14 tbilodeaux@ohaganmeyer.com

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

18 X (State): I declare under penalty of perjury under the laws of the State of California that the
19 above is true and correct.

20 Executed on January 20, 2025, at La Jolla, California.

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Kyle Nordrehaug

EXHIBIT #1

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (SBN #068687)

4 Kyle R. Nordrehaug (SBN #205975)

5 Aparajit Bhowmik (SBN #248066)

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10 Email: Kyle@bamlawca.com

11 Attorney for Plaintiff

FILED
San Francisco County Superior Court

JAN 14 2025

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF SAN FRANCISCO**

14 BIANCA CURRY, on behalf of herself and on
15 behalf of all persons similarly situated,

16 Plaintiff,

17 vs.

18 UNITED HEALTH CARE STAFFING, INC.,
19 a California Corporation; ON-CALL
20 THERAPISTS, INC., a California Corporation;
21 DOES 1 through 50, inclusive,

22 Defendants.

Case No. **CGC-21-597339**

[Consolidated with Case No. CGC-22-598120]

FINAL JUDGMENT

Hearing Date: January 14, 2025

Judge: Hon. Curtis E. A. Karnow
Dept.: 611

Action Filed: December 28, 2021

Trial Date: Not set

23 The parties having settled this action and the Court having entered an Order Granting
24 Final Approval of Settlement and good cause appearing therefor,

25 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

26 1. Except as set forth in the Class Action and PAGA Action Settlement Agreement
27 (the "Agreement") and the Order Granting Motion for Final Approval of Class Action
28 Settlement, Plaintiff Bianca Curry ("Plaintiff"), and all members of the Class, shall take nothing
by their complaint(s) in this Action.

1 2. Without affecting the finality of this judgment in any way, pursuant to California
2 Code of Civil Procedure section 664.6 as amended eff. 1/1/2025 the Court retains jurisdiction of
3 all matters relating to the interpretation, administration, implementation, effectuation, and
4 enforcement of this order and the Settlement.

5 3. In consideration of Plaintiff's awarded Class Representative Service Payment,
6 and the other terms and conditions of the Settlement, as of the date the Defendants United Health
7 Care Staffing, Inc. and On-Call Therapists, Inc. ("Defendants") fully fund the Gross Settlement
8 Amount, Plaintiff generally releases and discharges the Released Parties (as defined in the
9 Agreement) from all claims, transactions, or occurrences that occurred during the Class Period as
10 fully set forth in the Agreement.

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

23 5. In consideration for the approved PAGA Penalties payment, effective on the date
24 when Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes
25 owed on the Wage Portion of the Individual Class Payments, the Aggrieved Employees and the
26 LWDA are deemed to release, on behalf of themselves and their respective former and present
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
28 Parties from all of the Released PAGA Claims. The "Released PAGA Claims" are all claims for

1 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts
2 stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA
3 Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and
4 hour claims, claims for wrongful termination, discrimination, unemployment insurance,
5 disability and worker's compensation, and claims outside of the PAGA Period.

6 6. The Parties shall bear his, her, its or their own respective attorneys' fees and costs
7 except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
8 of Class Action Settlement, and this Judgment.

9 7. The Court enters Judgment in the Action in accordance with the Agreement and
10 this Order, subject to the Court's retention of continuing jurisdiction over the Action and the
11 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), for purposes of
12 (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
13 addressing such post-Judgment matters as may be appropriate under court rules or applicable
14 law.

15 8. Upon completion of administration of the settlement, the Settlement
16 Administrator will provide written certification of such completion to the Court and counsel for
17 the parties. The Court sets a compliance hearing date of Tuesday March 17, 2026, at 10:30 p.m.,
18 in Dept. 610 of this Court; the written certification of the Administrator shall be filed no later
19 than fourteen days before this hearing.

20
21 Dated: January 14, 2025



The Honorable Curtis E.A. Karnow
Judge of the Superior Court

EXHIBIT #2

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN #068687)
Kyle R. Nordrehaug (SBN #205975)
Aparajit Bhowmik (SBN #248066)
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Email: Kyle@bamlawca.com

Attorney for Plaintiff

FILED
San Francisco County Superior Court

JAN 14 2025

CLERK OF THE COURT
BY: [Signature] Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

BIANCA CURRY, on behalf of herself and on
behalf of all persons similarly situated,

Plaintiff,

vs.

MXB BATTERY OPERATIONS, LP, a
Limited Partnership; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **CGC-21-597339**

[Consolidated with Case No. CGC-22-598120]

**ORDER GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: January 14, 2025

Judge: Hon. Curtis E. A. Karnow
Dept.: 611

Action Filed: December 28, 2021
Trial Date: Not set

On January 14, 2025, a hearing was held on the motion of Plaintiff Bianca Curry ("Plaintiff") for final approval of the Class Action and PAGA Action Settlement Agreement (the "Agreement") with Defendants United Health Care Staffing, Inc. and On-Call Therapists, Inc. ("Defendants") and payments to the Plaintiff, Class Counsel, Aggrieved Employees, the Labor and Workforce Development Agency ("LWDA") and the Administrator.

The parties have submitted their Agreement, which this Court preliminarily approved by its August 20, 2024, order ("Preliminary Approval Order"). In accordance with the Preliminary

1 Approval Order, Class Members have been given notice of the terms of the Agreement and the
2 opportunity to comment on or object to it or to exclude themselves from its provisions.

3 Having received and considered the Settlement, the supporting papers filed by the parties,
4 and the evidence and argument received by the Court at the hearing before it entered the
5 Preliminary Approval Order and the final approval hearing on January 14, 2025, the Court grants
6 final approval of the Settlement, and hereby orders as follows:

7 1. The certification of the Class is confirmed for the sole and exclusive purpose of
8 entering a settlement in this matter:

9 All individuals who were employed by Defendants in California and
10 classified as a non-exempt employee or alleged to have been misclassified
11 as an independent contractor at any time during the Class Period. The Class
12 Period is December 28, 2017 through February 4, 2023.

13 2. The Administrator received zero valid requests for exclusion from the Class.

14 3. The Court confirms the appointment of Plaintiff as the Class Representative, and
15 Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug
16 Bhowmik De Blouw LLP as Class Counsel for the Class.

17 4. Pursuant to the Preliminary Approval Order, a Court Approved Notice of Class
18 Action Settlement and Hearing Date for Final Court Approval ("Class Notice") was sent to each
19 Class Member by first-class mail. These papers informed Class Members of the terms of the
20 Settlement, their right to receive an Individual Class Payment, their right to comment on or
21 object to the Settlement or to opt-out of the Settlement and pursue their own remedies, and their
22 right to appear in person or remotely or by counsel at the Final Approval Hearing and be heard
23 regarding final approval of the Settlement. Adequate periods of time were provided by each of
24 these procedures to provide notice of their rights and time for Class Members to act with respect
25 to these rights. No Class Member objected to the Settlement as part of this notice process nor
26 stated an intent to appear at the final approval hearing. No objectors appeared at the final
27 approval hearing.

28 5. The Court finds that this notice procedure afforded adequate protections to Class
Members and provides the basis for the Court to make an informed decision regarding approval

1 of the Settlement based on the responses of Class Members. The Court finds that the Class
2 Notice provided in this case was the best notice practicable and it satisfied the requirements of
3 law and due process.

4 6. For the reasons stated in the Preliminary Approval Order, the Court finds that the
5 proposed Class, as defined in the definitions section of the Agreement and Paragraph 1 here,
6 meets all the legal requirements for class certification, and the Class is finally approved and
7 certified as a class for purposes of the Settlement.

8 7. The Court further finds that the Gross Settlement Amount of Seven Hundred
9 Thousand Dollars (\$700,000) and the terms of the Settlement are fair, reasonable, and adequate
10 to the Class and to each Class Member. The Class Members who have not opted-out will be
11 bound by the Settlement. Aggrieved Employees (as defined in the Agreement as all individuals
12 who were employed by Defendants in California and classified as a non-exempt employee or
13 alleged to have been misclassified as an independent contractor at any time during the PAGA
14 Period which is August 27, 2020 through February 4, 2023) will be subject to the release of the
15 Released PAGA Claims as set forth in the Agreement, and will be sent an Individual PAGA
16 Payment, regardless of whether they opt-out of the Class. The Settlement is finally approved,
17 and all terms and provisions of the Settlement are ordered to be consummated.

18 8. The Court finds that the Individual Class Payments to be paid to the Participating
19 Class Members, as provided for by the Agreement, are fair and reasonable. The Court hereby
20 grants final approval to and orders the payment of those amounts to be made to the Participating
21 Class Members out of the Net Settlement Amount in accordance with the Agreement.

22 9. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
23 Code §§ 2699(1)(2), (1)(4), the LWDA has been given notice of the Settlement. Pursuant to
24 PAGA, on the date the parties filed the motion seeking approval of the Settlement with the
25 Court, Plaintiff served the LWDA with the motion which included a copy of the Agreement.
26 The Court finds that the notice of the Settlement complied with the statutory requirements of
27 PAGA.
28

10. The Court finds that the resolution of the Released PAGA Claims and the PAGA Penalties of Fifteen Thousand Dollars (\$15,000), which includes payment to the LWDA of \$11,250 as its share of the settlement of civil penalties and the allocation of \$3,750 to the Aggrieved Employees, in this case is fair, reasonable, and appropriate. The Court grants approval of the resolution of the PAGA claims and orders that the PAGA Penalties be paid out of the Gross Settlement Amount in accordance with the Agreement.

11. The Court finds that the fees and expenses of ILYM Group in administering the settlement, in the amount of \$12,990, are fair and reasonable. The Court grants final approval to that amount and orders that the payment of approximately that amount be paid out of the Gross Settlement Amount in accordance with the Agreement.

12. In addition to any recovery that Plaintiff may receive from the Net Settlement Amount and PAGA Penalties, and in recognition of the Plaintiff's efforts on behalf of the Class, and the risks he undertook, the Court hereby approves the payment of the Class Representative Service Payment to Plaintiff in the amount of \$6,500. The Class Representative Service Payment shall be paid from the Gross Settlement Amount.

13. Pursuant to the authorities and argument presented to the Court, the Court approves the payment of attorneys' fees to Class Counsel in the sum of \$233,333, plus costs and expenses in the amount of \$15,320. These amounts shall be paid from the Gross Settlement Amount.

14. The parties are ordered to comply with the terms of the Settlement.

15. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

Dated: January 14, 2025

The Honorable Curtis E. A. Karnow
Judge of the Superior Court