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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

LINDSEY SUMNICHT, ZOLA STAMPER,  
and FARRAH ALIZADEH, individuals, on  
behalf of themselves and on behalf of all  
persons similarly situated,

Plaintiffs,

v.

AMN SERVICES, LLC, a Limited Liability  
Company; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **22CV397191**

**[PROPOSED] PRELIMINARY  
APPROVAL ORDER**

Hearing Date: January 7, 2026 \_\_\_\_\_

Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner  
Dept.: 19

Action Filed:  
Trial Date: Not set

1 This matter came before the Honorable Theordore C. Zayner of the Superior Court of the  
2 State of California, in and for the County Santa Clara, on January 7, 2026, for the motion by  
3 Plaintiffs Lindsey Sumnicht, Zola Stamper, and Farrah Alizadeh (“Plaintiffs”) for preliminary  
4 approval of the class and PAGA settlement with Defendant AMN Services, LLC (“Defendant”).  
5 The Court, having considered the proposed Settlement Agreement, the Motion for Preliminary  
6 Approval of Class Action Settlement filed by Plaintiffs, argument of counsel and all matters  
7 presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for  
8 Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement  
11 (“Agreement” or “Settlement”) submitted as Exhibit #1 to the Declaration of Kyle Nordrehaug in  
12 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This  
13 preliminary approval is based on the Court’s determination that the Settlement set forth in the  
14 Agreement is within the range of possible final approval, pursuant to the provisions of section 382  
15 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

18 3. The Gross Settlement Amount is Four Million Dollars (\$4,000,000). It appears to  
19 the Court, on a preliminary basis, that the Settlement amount and terms are fair, adequate and  
20 reasonable as to all potential Class Members when balanced against the probable outcome of further  
21 litigation and the significant risks relating to certification, liability, and damages issues. It further  
22 appears that investigation and research have been conducted such that counsel for the Parties are  
23 able to reasonably evaluate their respective positions. It further appears to the Court that settlement  
24 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks  
25 that would be presented by the further prosecution of the Action. It further appears that the  
26 Agreement has been reached as the result of serious and non-collusive, arms’-length negotiations.  
27 The Court therefore preliminarily finds that the Settlement is fair, adequate, and reasonable when  
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1 balanced against the probable outcome of further litigation and the significant risks relating to  
2 certification, liability, and damages issues.

3         4.       The Agreement specifies an attorneys' fees award not to exceed one-third of the  
4 Gross Settlement Amount, which is presently equals \$1,333,333, an award of litigation expenses  
5 incurred, not to exceed Thirty-Five Thousand Dollars (\$35,000), and proposed Class Representative  
6 Service Payments to the Plaintiffs in an amount not to exceed Ten Thousand Dollars (\$10,000) each.  
7 The Court will not approve the amount of attorneys' fees and litigation expenses, nor the amount of  
8 any service payments, until the Final Approval Hearing. Plaintiffs will be required to present  
9 evidence supporting these requests prior to final approval.

10         5.       The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification  
11 of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or  
12 any other proceeding, should this Settlement not become final. For settlement purposes only, the  
13 Court conditionally certifies the following Class: "all of Defendant's non-exempt employees who  
14 were assigned to work at any facility in California at any time during the Class Period". The Class  
15 Period is the period of time from July 8, 2021 through September 17, 2025.

16         6.       The Court concludes that, for purposes of approving this Settlement only, the Class  
17 meets the requirements for certification under section 382 of the California Code of Civil Procedure  
18 in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
20 community of interest amongst the members of the Class with respect to the subject matter of the  
21 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d) the  
22 Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a class  
23 action is superior to other available methods for the efficient resolution of this controversy; and (f)  
24 counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are adequate  
25 representatives of the Class.

26         7.       The Court provisionally appoints Plaintiffs as the representatives of the Class. The  
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik  
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1 of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Paul K. Haines, Fletcher W. Schmidt, and  
2 Andrew J. Rowbotham of Haines Law Group, APC as Class Counsel.

3       8.       The Court hereby approves, as to form and content, the Notice of Proposed  
4 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”), attached  
5 as Exhibit A to the Agreement. The Court finds that the Class Notice appears to fully and accurately  
6 inform the Class of all material elements of the proposed Settlement and the Class Members’ options  
7 including, inter alia, their options (i) to be excluded from the Class by submitting a written opt-out  
8 request, (ii) to be represented by counsel of their choosing, and (iii) to object to the terms of the  
9 Settlement. The Court further finds that the distribution of the Class Notice substantially in the  
10 manner and form set forth in the Agreement and this Order meets the requirements of due process,  
11 is the best notice practicable under the circumstances, and shall constitute due and sufficient notice  
12 to all persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail,  
13 pursuant to the terms set forth in the Agreement. If a Class Notice is returned because of an incorrect  
14 address, the Administrator will promptly search for a more current address for the Class Member  
15 and re-mail the Class Notice to the Class Member in accordance with the Agreement.

16       9.       The Court hereby appoints Apex Class Action, LLC as Administrator for the  
17 Settlement. No later than fifteen (15) calendar days after issuance of this Order, Defendant shall  
18 provide to the Administrator an electronic spreadsheet with the Class Data. This information will  
19 otherwise remain confidential and will not be disclosed to anyone, except as required to applicable  
20 taxing authorities, to carry out the procedures in the Agreement, or pursuant to Defendant’s express  
21 written authorization or by order of the Court. The Administrator will perform address updates and  
22 verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it as  
23 soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class  
24 Data spreadsheet, the Administrator will mail the Class Notice to all Class Members via first-class  
25 U.S. Mail.

26       10.       The Court hereby preliminarily approves the proposed procedure for exclusion from  
27 the Settlement. Any Class Member may individually choose to opt-out of and be excluded from the  
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1 Class as provided in the Class Notice by following the instructions set forth in the Class Notice. All  
2 requests for exclusion must be sent to the Administrator and postmarked by no later than the  
3 Response Deadline, which is forty-five (45) calendar days after the Administrator initially mails the  
4 Class Notice to the Class Members. If the Class Notice is re-mailed, this Response Deadline will  
5 be extended an additional fourteen (14) calendar days. Any person who chooses to opt-out of and  
6 be excluded from the Class will not be entitled to any recovery under the Settlement and will not be  
7 bound by the Settlement or have any right to object, appeal or comment thereon. Aggrieved  
8 Employees shall be sent their Individual PAGA Payment and will be subject to the release of the  
9 Released PAGA Claims regardless of whether they opt-out of the Class. Class Members who have  
10 not requested exclusion shall be bound by all determinations of the Court, the Agreement, and the  
11 Judgment. A request for exclusion applies only to the individual submitting the request for  
12 exclusion, and any attempt to effect an opt-out on behalf of any other individual or individuals  
13 (including a group, class, or subclass of individuals) is not permitted and will be deemed invalid.

14 11. Any Class Member who has not opted-out may appear at the Final Approval Hearing  
15 and may object or express the Class Member's views regarding the Settlement and may present  
16 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and  
17 determined by the Court as provided in the Class Notice. Class Members will have until the  
18 Response Deadline set forth in the Class Notice to submit their written objections to the  
19 Administrator in accordance with the instructions in the Class Notice. If the Class Notice is re-  
20 mailed, the Response Deadline will be extended an additional fourteen (14) calendar days.  
21 Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection.

22 12. A Final Approval Hearing shall be held before this Court on June 4, 2026 at 1:30  
23 p.m. in Department 19 of the Santa Clara County Superior Court to determine all necessary matters  
24 concerning the Settlement, including: whether the proposed settlement of the Action on the terms  
25 and conditions provided for in the Agreement are fair, adequate and reasonable and should be finally  
26 approved by the Court; whether the Final Approval Order and Judgment should be entered herein;  
27 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and  
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1 reasonable to the Class Members; and to finally approve attorneys' fees and costs to Class Counsel,  
2 the service payments to Plaintiffs, and the expenses of the Administrator. The motion for final  
3 approval of the class settlement and for award of attorneys' fees, costs and service payments shall  
4 be filed with the Court and served on all counsel no later than sixteen (16) court days before the  
5 hearing and shall be heard at the Final Approval Hearing.

6       13. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder  
7 shall be construed as a concession or admission by Defendant in any way that the claims asserted  
8 have any merit or that this Action was properly brought as a class or representative action, and shall  
9 not be used as evidence of, or used against Defendant as, an admission or indication in any way,  
10 including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or  
11 with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is  
12 finally approved, neither the Agreement, nor any exhibit, document, statement, proceeding or  
13 conduct related to the Settlement or Agreement, nor any reports or accounts thereof, shall in any  
14 event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for  
15 any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption,  
16 concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission,  
17 concession or damage.

18       14. Plaintiffs are hereby ordered to give notice of the Settlement to the California Labor  
19 and Workforce Development Agency, as required by PAGA.

20       15. In the event the Settlement does not become effective in accordance with the terms  
21 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to  
22 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
23 and the Parties shall revert to their respective positions as of before entering into the Agreement,  
24 and expressly reserve their respective rights regarding the prosecution and defense of this Action,  
25 including all available defenses and affirmative defenses, and arguments that no claim in the Action  
26 could be certified as a class action and/or managed as a representative action. In such an event, the  
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1 Court's orders regarding the Settlement, including this Order, shall not be used or referred to in  
2 litigation or otherwise for any purpose.

3 16. The Court reserves the right to adjourn or continue the date of the Final Approval  
4 Hearing and all dates provided for in the Agreement without further notice to Class Members and  
5 retains jurisdiction to consider all further applications arising out of or connected with the proposed  
6 Settlement.

7 17. The Action is stayed and all trial and related pre-trial dates are vacated, subject to  
8 further orders of the Court at the Final Approval Hearing.

9 **IT IS SO ORDERED.**

10  
11 Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. THEODORE C. ZAYNER  
JUDGE, SUPERIOR COURT OF CALIFORNIA