

OCT 31 2024

CLERK OF THE COURT
BY: *Christina E. Kelly*
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

SANDRA SUMMERS and DARIIA
FELDENHEIMER, individually and on
behalf of all other similarly situated
aggrieved employees,

Plaintiffs,

v.

CROSS COUNTRY HEALTHCARE, INC.,
TRAVEL STAFF, LLC and DOES 1-50,
inclusive

Defendants.

Case No. 23-CG-611080

ORDER GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR (1) CERTIFICATION OF A
SETTLEMENT CLASS; (2) PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT; (3) APPROVAL OF NOTICE
AND NOTICE DISSEMINATION PLAN; AND (4)
APPROVAL OF A SCHEDULE FOR THE FINAL
APPROVAL PROCESS

1 Plaintiffs Sandra Summers and Dariia Feldenheimer (“Named Plaintiffs” or “Plaintiffs”)
2 filed this Action on December 13, 2023. The original Complaint asserted a sole cause of action for
3 alleged violations of the Private Attorneys’ General Act (“PAGA”), Cal. Lab. Code §§ 2698-
4 2699.5, against Defendants Cross County Health Care, Inc. and Travel Staff, LLC (together, “Cross
5 Country” or “Defendants”). The alleged PAGA violations were predicated on alleged violations of
6 Sections 510 and 970 of the California Labor Code and related derivative claims. On August 9,
7 2024, Plaintiffs filed a First Amended Complaint that added putative class claims under Sections
8 510 and 970 of the Labor Code. The parties have now reached terms of settlement for a putative
9 class and representative action. Plaintiffs filed an unopposed Motion for (1) Certification a
10 Settlement Class; (2) Preliminary Approval of a Class Action and PAGA Settlement; (3) Approval
11 of Notice and Notice Dissemination Plan; and (4) Approval of a Schedule for the Final Approval
12 Process. Having considered the Motion, the supporting documents, including the Settlement
13 Agreement,¹ the arguments of counsel, and the pleadings and filings in this action, and in the interest
14 of justice, the Court FINDS that it has jurisdiction over this matter and hereby CONCLUDES and
15 ORDERS as follows:

16 **Preliminary Approval of Class Action Settlement**

17 1. Except as otherwise defined in this Order (“Order”), all capitalized terms shall have
18 the same meaning as defined in the Settlement Agreement.

19 2. The Court finds that the Settlement Agreement is the result of arm’s length
20 negotiations between the Parties reached only after exchange of sufficient data and documents,
21 permitting the Parties and the Court to become familiar with the strengths and weaknesses of the
22 case. The Court finds the Settlement Agreement falls within the range of final approval and appears
23 to be presumptively valid.

24 3. The Court hereby grants preliminary approval of the Settlement Agreement and the
25 settlement it embodies.

26
27 ¹ “Settlement Agreement” refers to the Second Amended Class Action and PAGA Representative
28 Action Settlement Agreement attached as Exhibit 1 to the Second Supplemental Declaration of
Alexander Ricke, filed on October 16, 2024.

1 4. Plaintiffs Sandra Summers and Dariia Feldenheimer are hereby conditionally
2 appointed as class representatives. The Court preliminarily finds that Plaintiffs will adequately
3 represent the Settlement Class in accordance with Code of Civil Procedure section 382 for
4 settlement purposes.

5 5. The law firms of Stueve Siegel Hanson LLP and Altshuler Berzon LLP are hereby
6 conditionally approved as Class Counsel. The Court preliminarily finds that Class Counsel will
7 represent the interests of the Settlement Class fairly and adequately in accordance with Code of
8 Civil Procedure section 382.

9 **Certification of the Settlement Class**

10 6. The Court hereby conditionally certifies the Settlement Class, defined as follows:

11 The 209 travel nurses identified by the Parties who worked for Travel Staff LLC (an affiliate
12 of Cross County Healthcare, Inc.) in California and who experienced a rate reduction during
13 the term of their temporary working assignment in California between September 13, 2019
and August 13, 2024.

14 7. The Court finds: the Settlement Class is ascertainable and sufficiently numerous to
15 warrant class treatment; common questions of law and fact predominate and there is a well-defined
16 community of interest amongst the Settlement Class; the Named Plaintiffs' claims are typical of
17 the claims of the Settlement Class; and a class action is the superior means for adjudicating the
18 claims in the litigation.

19 8. Accordingly, the Court conditionally certifies the Settlement Class defined above,
20 for settlement purposes only.

21 **Approval of the Notice of Settlement and Plan of Distribution**

22 9. The Court hereby approves as to form and content the Notice of Proposed Class
23 Action Settlement (the "Notice"), which is attached to the Settlement Agreement as Exhibit A, and
24 the proposed plan for distributing the Notice. The Court hereby finds the plan for notifying
25 Settlement Class Members satisfies the notice requirements and all other legal and due process
26 requirements, and complies with applicable law, including Code of Civil Procedure Section 382
27 and California Rules of Court, rule 3.769, is the best notice practicable under the circumstances,
28 and shall constitute due and sufficient notice to all persons entitled.

1 10. The Parties are directed to implement the notice plan outlined in the Settlement
2 Agreement.

3 11. The Court hereby confirms Analytics Consulting LLC to serve as Settlement
4 Administrator.

5 12. The Court hereby approves the procedures to object to and request exclusion from
6 the Settlement as outlined in the Settlement Agreement, including the Response Deadline.
7 Settlement Class Members must submit an Opt-out Request or Notice of Objection within forty-
8 five (45) calendar days from the initial mailing of the Notice of Settlement by the Settlement
9 Administrator, unless the 45th day falls on a Sunday or federal holiday, in which case the Response
10 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
11 Deadline may also be extended by express agreement between Class Counsel and Defendants'
12 Counsel. Under no circumstances, however, will the Settlement Administrator have the authority
13 to extend the Response Deadline unilaterally. In the event that a Notice is re-mailed to a Settlement
14 Class Member, the Response Deadline for that Settlement Class Member shall be extended by
15 fifteen (15) calendar days.

16 **Procedures for Final Approval of the Settlement Agreement**

17 13. The Court hereby schedules a Final Approval Hearing for March 7, 2025, at 11:00
18 a.m. in Department 304 to determine whether the Settlement Agreement and request for attorneys'
19 fees and costs and service awards should be finally approved as fair, reasonable, and adequate to
20 all Settlement Class Members who do not timely opt out of the non-PAGA portion of the
21 Settlement.

22 14. Class Counsel shall file a Motion for Final Approval of the Settlement Agreement
23 and any requests for attorneys' fees and costs and service awards for the Named Plaintiffs no later
24 than sixteen (16) court days prior to the Final Approval Hearing.

25 15. Any Settlement Class Member who submits a timely, written and valid Notice of
26 Objection may appear at the Final Approval Hearing in person, or through their own attorney, to
27 show cause regarding why the Court should not approve the Settlement Agreement, the Named
28 Plaintiffs' Service Award, and/or Class Counsel's Attorneys' Fees and/or Class Counsel's Costs.

1 16. The Court reserves the right to continue the date of the Final Approval Hearing. Any
2 Settlement Class Members who submit objections to the Settlement shall receive notice if the Final
3 Approval Hearing is continued. If, for any reason, the Court does not approve the Settlement
4 Agreement, it will be of no force or effect, and the Parties shall be returned to their original
5 respective positions.

6 17. Nothing in this Order or the Settlement shall be construed as an admission or
7 concession by any party. The Settlement and this resulting Order simply represent a compromise
8 of disputed allegations.

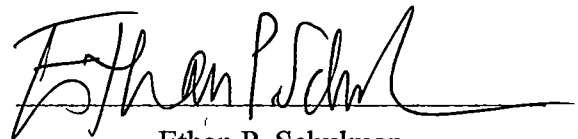
9 18. In all other respects, the Parties are ordered to implement the terms of the Settlement
10 Agreement.

11 19. The Court retains jurisdiction to consider all further applications arising out of or
12 connected with the proposed Settlement.

13 20. Class Counsel shall submit a copy of this Order to the Labor and Workforce
14 Development Agency within 10 days after entry pursuant to Labor Code section 2699(s)(3).

15 IT IS SO ORDERED.

16 Dated: October 31, 2024



Ethan P. Schulman
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On October 31, 2024, I electronically served ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR (1) CERTIFICATION OF A SETTLEMENT CLASS; (2) PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; (3) APPROVAL OF NOTICE AND NOTICE DISSEMINATION PLAN; AND (4) APPROVAL OF A SCHEDULE FOR THE FINAL APPROVAL PROCESS via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: **OCT 31 2024**

Brandon E. Riley, Court Executive Officer

By: 
Felicia Green, Deputy Clerk