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12 Attorneys for Plaintiff

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SANTA CLARA**

15 JENNIFER WONG, an individual, on
16 behalf of herself, and on behalf of all
17 persons similarly situated,

18 Plaintiff,

19 vs.

20 NURSE LOGISTICS, INC., a California
21 Corporation; and DOES 1 through 50,
22 inclusive,

23 Defendants.

Case No. 22CV408939

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: January 29, 2025

Hearing Time: 1:30 p.m.

[Hearing scheduled by Order dated August 27 ,
2024]

Judge: Hon. Theodore C. Zayner

Dept: 19

Date Filed: June 24, 2022

Trial Date: Not set

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

2 YOU ARE HEREBY NOTIFIED THAT on February 7, 2025, the Court entered the
3 Final Approval Order and Judgment in the above entitled action. A true and correct copy of the
4 Final Approval Order and Judgment is attached hereto as Exhibit #1.

5 Respectfully submitted,

6
7 Dated: February 10, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: /s/ Kyle Nordrehaug
9 Kyle R. Nordrehaug
10 Attorneys for Plaintiff
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I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

1. NOTICE OF ENTRY OF JUDGMENT

JoAnna L. Brooks,
jbrooks@littler.com
Shirley Shu,
sshu@littler.com
LITTLER MENDELSON, P.C.
Treat Towers
1255 Treat Boulevard, Suite 600
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Telephone: 925.932.2468
Fax No.: 925.946.9809

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

Executed on February 10, 2025, at La Jolla, California.

By: /s/ Kyle Nordrehaug
Kyle R. Nordrehaug, Esq.

EXHIBIT #1

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

3 Norman B. Blumenthal (SBN #068687)
4 Kyle R. Nordrehaug (SBN #205975)
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11 Attorney for Plaintiff

Filed
February 7, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
22CV408939
By: mcastellon

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SANTA CLARA

14
15 JENNIFER WONG, an individual, on behalf
16 of herself, and on behalf of all persons
17 similarly situated,

18 Plaintiff,

19 v.

20 NURSE LOGISTICS, INC., a California
21 Corporation; and DOES 1 through 50,
22 inclusive,

23 Defendants.

CASE NO.: 22CV408939

**~~{PROPOSED}~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: January 29, 2025
Hearing Time: 1:30 p.m.

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

Action Filed: December 16, 2022
Trial Date: Not set

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FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiff Jennifer Wong (“Plaintiff”) for an order finally approving the Class
2 Action and PAGA Settlement Agreement (“Agreement”) between Plaintiff and Defendant Nurse
3 Logistics, Inc. (“Defendant”) came on for hearing on January 29, 2025 before the Honorable
4 Theodore C. Zayner.

5 The Court confirms the tentative ruling as the final ruling and the motion is GRANTED, as
6 set forth below.

7 **I.**
8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the Superior Court of the State of California, in and for the County of Santa Clara, and over all
14 Parties to this litigation, including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiff and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of One Million Two Hundred
17 Fifty Thousand Dollars and Zero Cents (\$1,250,000.00) and the terms set forth in the Agreement
18 are fair, reasonable, and adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
22 Settlement, the significant risks relating to certification, liability, and damages issues, and the
23 assistance of an experienced mediator in the settlement process, among other factors, support the
24 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

25 **Preliminary Approval of the Settlement**

- 26 5. On August 27, 2024, the Court granted preliminary approval of the settlement. At
27 this same time, the Court approved conditional certification of the Class for settlement purposes

1 only. The Court also approved the form and method of the Class Notice, appointed Plaintiff as the
2 Class Representative, appointed Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit
3 Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class,
4 and appointed Apex Class Action Administration as the Administrator.

5 **Notice to the Class**

6 6. In compliance with the Preliminary Approval Order, the Class Notice Packet was
7 mailed by first class mail to members of the Class at their last known addresses on or about
8 September 30, 2024. Mailing of the Class Notice to their last known addresses was the best notice
9 practicable under the circumstances and was reasonably calculated to communicate actual notice
10 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
11 Members fully and accurately informed the Class Members of all material elements of the
12 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
13 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
14 fully with the laws of the State of California, the United States Constitution, due process and other
15 applicable law. The Class Notice fairly and adequately described the Settlement and provided
16 Class Members adequate instructions and a variety of means to obtain additional information.

17 7. The Response Deadline for opting out of the Class or submitting written objections
18 to the Settlement was November 29, 2024, which was extended by 14 days in the event of a re-
19 mailing. There was an adequate interval between notice and the deadline to permit Class
20 Members to choose what to do and act on their decision. A full and fair opportunity has been
21 afforded to the Class Members to participate in this hearing, and all Class Members and other
22 persons wishing to be heard have been heard. Class Members also have had a full and fair
23 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
24 Court determines that all Class Members who did not timely and properly submit a request for
25 exclusion in accordance with the Agreement are bound by the Settlement and this Final Approval
26 Order and Judgment.

1 **Fairness Of Settlement**

2 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
3 48 Cal.App.4th 1794, 1801 (1996).

4 a. The settlement was reached through arm's-length bargaining between the
5 parties during an all-day mediation before Tripper Ortman, a respected and experienced mediator
6 of wage and hour class actions. There has been no collusion between the parties in reaching the
7 proposed settlement.

8 b. Plaintiff and Class Counsel's investigation and discovery have been
9 sufficient to allow the Court and counsel to act intelligently.

10 c. Counsel for both Parties are experienced in similar employment class action
11 litigation. All counsel recommended approval of the Agreement.

12 d. There were no objections received and no requests for exclusion were
13 received.

14 9. The consideration to be given to the Class Members under the terms of the
15 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
16 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
17 Members' claims, given the uncertainties and significant risks of the litigation and the delays
18 which would ensue from continued prosecution of the action.

19 10. The Agreement is approved as fair, adequate and reasonable and in the best
20 interests of the Class Members.

21 **Class Counsel's Attorneys' Fees and Costs**

22 11. A Class Counsel Fees Payment award of \$416,666, and Class Counsel Litigation
23 Expenses Payment award of \$25,000 are reasonable, in light of the contingent nature of Class
24 Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel.
25 The requested award has been supported by Class Counsel's lodestar and billing statement.

26 **Class Representative Service and Individual Settlement Payments**

27 12. The Agreement provides for a Class Representative Service Payment of not more
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1 than \$14,500 to the Plaintiff, subject to the Court's approval, and an Individual Settlement
2 Payment of \$500. The Court finds that the Class Representative Service Payment in the amount of
3 \$10,000 and the Individual Settlement Payment in the amount of \$500 to the Plaintiff is
4 reasonable in light of the risks and burdens undertaken by the Plaintiff in the litigation, for the
5 time and effort in bringing and prosecuting this matter on behalf of the Class, and for the
6 execution of the release.

7 **Administration Expenses Payment**

8 13. The Administrator shall calculate and administer the payment to be made to the
9 Participating Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
10 transmit the Class Representative Service Payment and Individual Settlement Payment to the
11 Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
12 withholdings and perform the other remaining duties as set forth in the Agreement. The
13 Administrator has documented \$11,500 for the Administration Expenses Payment, and this
14 amount is reasonable in light of the work performed by the Administrator.

15 **PAGA Penalties**

16 14. The PAGA Penalties amount of \$25,000 is approved and shall be paid out of the
17 Gross Settlement Amount, 75% of which shall be allocated and paid to the LWDA and 25% of
18 which shall be distributed to the PAGA Members as Individual PAGA Payments. The
19 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
20 PAGA Members' 25% share of PAGA Penalties (\$ 6,250) by the total number of PAGA Pay
21 Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by
22 each PAGA Member's PAGA Pay Periods. The PAGA Members are all individuals who
23 currently work or previously worked as a nurse and an independent contractor in the State of
24 California and who were paid by Defendant or its affiliate Nurse Registry, Inc. at any time during
25 the PAGA Period which is October 27, 2021 through October 5, 2023. All PAGA Members will
26 be sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA
27 Claims as set forth below, whether or not they opt out of the Class Settlement. Pursuant to
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1 California Labor Code §2699(1)(2), the LWDA was provided notice of the Agreement and these
2 settlement terms, and has not indicated any objection thereto. The Court finds the PAGA
3 Penalties to be reasonable.

4 **II.**

5 **ORDERS**

6 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

7 15. The certification of the Class for the purposes of settlement is confirmed. The Class
8 is defined as follows:

9 All individuals who currently work or previously worked as a nurse and an
10 independent contractor in the State of California and who were paid by Defendant
11 or its affiliate Nurse Registry, Inc. at any time during the Class Period (December
12 16, 2018 through October 5, 2023).

13 16. All persons who meet the foregoing definition are members of the Class, except
14 for those individuals who timely submitted a valid request for exclusion (“opt out”) from the
15 Class. There were no individuals who requested exclusion.

16 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
17 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
18 the amounts necessary to fully pay Defendant’s share of payroll taxes in accordance with the
19 Agreement, by transmitting the funds to the Administrator no later than 10 business days after the
20 Effective Date.

21 18. Class Counsel are awarded Class Counsel Fees Payment in the amount of \$416,666
22 and Class Counsel Litigation Expenses Payment in the amount of \$25,000. Class Counsel shall
23 not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or
24 members of the Class.

25 19. The payment of the Class Representative Service Payment in the amount of
26 \$10,000 to the Plaintiff is approved.

27 20. The Individual Settlement Payment to Plaintiff in the amount of \$500 is approved.
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1 21. The payment of \$11,500 to the Administrator as the Administration Expenses
2 Payment is approved.

3 22. The PAGA Penalties of \$25,000 are approved and shall be allocated as set forth in
4 the Agreement.

5 23. Pursuant to California Labor Code §2699(1)(2), Class Counsel shall submit a copy
6 of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

7 24. A Participating Class Member must cash his or her Individual Class Payment check
8 within 180 days after the issuance of the checks. An PAGA Member must cash his or her
9 Individual PAGA Payment check within 180 days after the issuance of the checks. If such checks
10 are not cashed within 120 days after the initial mailing of the checks, the Administrator will also
11 send the affected Participating Class Member and/or PAGA Member a reminder notice informing
12 him or her that unless the check is cashed by the void date, it will expire and become non-
13 negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check
14 remains uncashed by the expiration of the 180 day period, the funds from such uncashed checks
15 shall be paid to Project HOPE as the cy pres beneficiary in accordance with California Code of
16 Civil Procedure section 384(b).

17 25. The Agreement and this Settlement are not an admission by Defendant, nor is this
18 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
19 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
20 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
21 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
22 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
23 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
24 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
25 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
26 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
27 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
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1 the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
2 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
3 Claims, Plaintiff's General Release of All Claims, and/or the Released PAGA Claims.

4 26. Notice of entry of this Final Approval Order and Judgment shall be given to all
5 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
6 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
7 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
8 to individual Class Members.

9 27. If the Agreement does not become final and effective in accordance with the terms
10 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
11 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
12 revert to their respective positions as of before entering into the Agreement, and expressly reserve
13 their respective rights regarding the prosecution and defense of this Action, including all available
14 defenses and affirmative defenses, and arguments that any claim in the Action could not be
15 certified as a class action and/or managed as a representative action.

16 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

17 26. The Court hereby enters final judgment in the entire Action in accordance with the
18 terms of the Settlement, the Preliminary Approval Order, and this Final Approval Order and
19 Judgment.

20 27. Except as set forth in the Agreement and this Final Approval Order and Judgment,
21 Plaintiff, and all members of the Class, shall take nothing in the Action.

22 28. Pursuant to California Code of Civil Procedure section 664.6, and without affecting
23 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,
24 implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for
25 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
26 the distribution of settlement benefits.

1 29. The Parties are authorized to agree to and to adopt such amendments, modifications
2 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
3 Final Approval Order and Judgment and do not limit the rights of the Parties or Class Members
4 under the Agreement, subject to Court approval.

5 30. Each party shall bear its own attorneys' fees and costs, except as otherwise
6 provided in the Agreement and in this Final Approval Order and Judgment.

7 31. As of the Effective Date and upon full funding of the Gross Settlement Amount and
8 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by
9 Defendant, Plaintiff, all Participating Class Members, on behalf of themselves and their respective
10 former and present representatives, agents, attorneys, heirs, administrators, successors, and
11 assigns, release Released Parties from the Released Class Claims. The "Released Class Claims"
12 are all claims that occurred during the Class Period that were asserted in the Operative Complaint
13 including claims based on the facts in the Operative Complaint or claims that could have been
14 raised in the Operative Complaint based on the facts in the Operative Complaint or class claims
15 that could have been raised in the Operative Complaint based on the facts stated in Plaintiff's
16 letter/notice to the LWDA. The Released Class Claims include all claims for unpaid wages,
17 including failure to pay minimum wages, straight time compensation, overtime compensation,
18 double time compensation, and interest; the calculation of the regular rate of pay; claims for
19 unpaid wages related to alleged illegal or unlawful time rounding; reporting time pay; on-call pay;
20 travel time pay; failure to pay wages at least twice each calendar month; missed, short, late,
21 incomplete, or otherwise non-compliant meal period and rest breaks; missed meal period and rest
22 break wages; the calculation of meal period and rest break premiums at the regular rate of pay;
23 meal period waivers; payment for all hours worked, including off-the-clock work;
24 misclassification; improper wage statements; deductions; failure to pay final wages;
25 reimbursement for all necessary business expenses; unfair business practices; penalties, including
26 recordkeeping penalties, wage statement penalties, misclassification penalties, minimum wage
27 penalties, and waiting time penalties; unlawfully collecting or receiving wages; and attorneys' fees
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1 and costs based on the before mentioned claims. The Released Class Claims include all claims
2 based on the facts of the Operative Complaint for violations of the California Labor Code
3 (including sections 201, 202, 203, 204 et seq., 210, 221, 226, 226.7, 226.8, 246, 351, 510, 512,
4 558, 1194, 1194.2, 1197, 1197.1, 1198, 2570.3 *et seq.*, and 2802, and 3357), California Business
5 and Professions Code section 17200, *et seq.*, California Code of Regulations, Title 8, Sections
6 11040, 11070, and 11090, and California Wage Orders. Except as expressly set forth in this
7 Agreement, Participating Class Members do not release any other claims, including claims for
8 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
9 unemployment insurance, disability, social security, workers' compensation, or Class claims based
10 on facts occurring outside the Class Period. The "Released Parties" are Defendant, and any of its
11 past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and
12 affiliates (including but not limited to Nurse Registry, Inc.), as well as each of its past, present,
13 and future officers, directors, employees, partners, members, owners, shareholders, agents,
14 attorneys, insurers, reinsurers, any individual or entity that could be jointly liable with Defendant,
15 and any individual or entity that could be potentially or allegedly be considered joint employers,
16 common law employers, co-employers, or dual employers.

17 32. As of the Effective Date and upon full funding of the Gross Settlement Amount and
18 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by
19 Defendant, Plaintiff, all PAGA Members and the LWDA are deemed to release, on behalf of
20 themselves and their respective former and present representatives, spouses, agents, attorneys,
21 heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA
22 Claims. The "Released PAGA Claims" are all known and unknown claims for civil penalties
23 under PAGA that were alleged, or could have been alleged, in the Action that occurred during the
24 PAGA Period based on the factual allegations asserted in Plaintiff's Operative Complaint, as
25 amended, and/or in Plaintiff's letter/notice to the LWDA, including but not limited to claims
26 relating to alleged violations of California Labor Code sections 200, 201, 202, 203, 204 et seq.,
27 210, 221, 226, 226.7, 226.8, 246, 351, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et*
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1 *seq.*, 2699, 2699.3, 2699.5, 2570.3 *et seq.*, 2802, and 3357, California Business and Professions
2 Code section 17200 *et seq.*, California Code of Regulations, Title 8, Sections 11040, 11070, and
3 11090, and California Wage Orders. The Released PAGA Claims do not include other PAGA
4 claims, underlying wage and hour claims, claims for wrongful termination, discrimination,
5 unemployment insurance, disability and worker's compensation, and PAGA claims outside of the
6 PAGA Period.

7 33. Plaintiff and her respective former and present spouses, representatives, agents,
8 attorneys, heirs, administrators, successors, and assigns generally, release and discharge the
9 Released Parties from all claims, transactions, or occurrences arising out of or related to Plaintiff's
10 relationship with Released Parties through the Effective Date ("Plaintiff's Release") as fully set
11 forth in the Agreement.

12 34. For any Class Member or PAGA Member whose Individual Class Payment Check
13 and/or Individual PAGA Payment check is uncashed and cancelled after the void date, the
14 Administrator shall transmit the funds represented by such checks to Project HOPE.

15 35. The Court sets a compliance hearing for September 10, 2025, at 2:30 p.m. in
16 Department 19. At least ten court days before the hearing, class counsel and the Administrator
17 shall submit a summary accounting of the net settlement fund identifying distributions made as
18 ordered herein, the number and value of any uncashed checks, amounts remitted to the *cy pres*
19 recipient, the status of any unresolved issues, and any other matters appropriate to bring to the
20 court's attention. Counsel shall also submit an amended judgment as described in Code of Civil
21 Procedure section 384, subdivision (b). Counsel may appear at the compliance hearing remotely.

22 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

23
24 Dated: February 6, 2025

25 
26 HON. THEODORE C. ZAYNER
27 JUDGE, SUPERIOR COURT OF CALIFORNIA
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