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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] PRELIMINARY
APPROVAL ORDER**

Hearing Date: August 21, 2024

Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner

Dept.: 19

Action Filed: December 16, 2022

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 August 21, 2024, for the motion by
3 Plaintiff Jennifer Wong (“Plaintiff”) for preliminary approval of the class and PAGA
4 representative settlement with Defendant Nurse Logistics, Inc. (“Defendant”). The Court, having
5 considered the briefs, argument of counsel and all matters presented to the Court and good cause
6 appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action and
7 PAGA Representative Settlement.

8 **IT IS HEREBY ORDERED:**

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

15 2. This Order incorporates by reference the definitions in the Agreement, and all
16 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. The Gross Settlement Amount is One Million Two Hundred Fifty Thousand
18 Dollars and Zero Cents (\$1,250,000.00). It appears to the Court on a preliminary basis that the
19 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
20 when balanced against the probable outcome of further litigation and the significant risks relating
21 to certification, liability and damages issues. It further appears that investigation and research
22 have been conducted such that counsel for the Parties are able to reasonably evaluate their
23 respective positions. It further appears to the Court that settlement at this time will avoid
24 substantial additional costs by all Parties, as well as avoid the delay and risks that would be
25 presented by the further prosecution of the Action. It further appears that the Agreement has been
26 reached as the result of serious and non-collusive, arms-length negotiations. The Court therefore
27 preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the
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1 probable outcome of further litigation and the significant risks relating to certification, liability,
2 and damages issues.

3 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed Twenty-Five
5 Thousand Dollars (\$25,000), and a proposed Class Representative Service Payment to the Plaintiff
6 in an amount not to exceed Fourteen Thousand Five Hundred Dollars (\$14,500). The Court will
7 not approve the amount of attorneys' fees and litigation expenses, nor the amount of any service
8 award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting
9 these requests prior to final approval.

10 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
11 certification of a class for settlement purposes only. This stipulation will not be deemed
12 admissible in this or any other proceeding should this Settlement not become final. For settlement
13 purposes only, the Court conditionally certifies the following Class: "all individuals who currently
14 work or previously worked as a nurse and an independent contractor in the State of California and
15 who were paid by Defendant or its affiliate Nurse Registry, Inc. at any time during the Class
16 Period." The Class Period is December 16, 2018 through October 5, 2023.

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

27 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
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1 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
2 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
3 Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

4 8. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
5 of \$25,000, which shall be allocated as follows: \$18,750 to the California Labor and Workforce
6 Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties
7 paid under this Agreement pursuant to the PAGA and \$6,250 to the PAGA Members. “PAGA
8 Members” are all individuals who currently or previously worked as a nurse and an independent
9 contractor in the State of California and who were paid by Defendant or its affiliate Nurse
10 Registry, Inc. at any time during the PAGA Period. The PAGA Period is from October 27, 2021
11 through October 5, 2023. Pursuant to California Labor Code section 2699, subdivision (l)(2), the
12 LWDA will be provided notice of the Agreement and these settlement terms. The Court finds the
13 PAGA Penalties to be reasonable.

14 9. The Court hereby approves, as to form and content, the Class Notice, attached as
15 Exhibit A to the Agreement. The Court finds that the Class Notice appears to fully and accurately
16 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
17 to be excluded from the Class by submitting a written opt-out request, and of each Class
18 Member’s right and opportunity to object to the Settlement. The Court further finds that the
19 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
20 and this Order meets the requirements of due process, is the best notice practicable under the
21 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
22 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
23 the Agreement. If a Class Notice Packet is returned because of an incorrect address, the
24 Settlement administrator will promptly search for a more current address for the Class Member
25 and re-mail the Class Notice Packet to the Class Member.

26 10. The Court hereby appoints Apex Class Action Administration as Administrator for
27 the Settlement. No later than fifteen (15) calendar days after issuance of this Order, Defendant
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1 shall provide to the Administrator an electronic spreadsheet with the Class Data. This
2 information will otherwise remain confidential and will not be disclosed to anyone, except as
3 required to applicable taxing authorities, to carry out the procedures in the Agreement, or pursuant
4 to Defendant's express written authorization or by order of the Court. The Administrator will
5 perform address updates and verifications as necessary prior to the mailing of the Class Notice.
6 Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) calendar
7 days after receiving the Class Data spreadsheet, the Administrator will mail the Class Notice
8 Packet to all Class Members via first-class U.S. Mail to their last known address.

9 11. The Court hereby preliminarily approves the proposed procedure for exclusion
10 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
11 from the Class as provided in the Class Notice by following the instructions set forth in the Class
12 Notice. All requests for exclusion must be sent to the Administrator and postmarked by no later
13 than the Response Deadline, which is sixty (60) calendar days after the Administrator initially
14 mails the Class Notice Packets to the Class Members. If the Class Notice Packet is re-mailed, this
15 Response Deadline for requests for exclusion will be extended an additional fourteen (14) calendar
16 days. Any person who chooses to opt out of and be excluded from the Class will not be entitled to
17 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
18 any right to object, appeal or comment thereon. PAGA Members shall be sent their Individual
19 PAGA Payment and will be subject to the release of the Released PAGA Claims regardless of
20 whether they opt out of the Class. Class Members who have not requested exclusion shall be
21 bound by all determinations of the Court, the Agreement, and the Judgment. A request for
22 exclusion applies only to the individual submitting the request for exclusion, and any attempt to
23 effect an opt-out on behalf of any other individual or individuals (including a group, class, or
24 subclass of individuals) is not permitted and will be deemed invalid.

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

7 13. A Final Approval Hearing shall be held before this Court on January 8, 2025 at
8 1:30 p.m. in Department 19 at the of the Santa Clara County Superior Court to determine all
9 necessary matters concerning the Settlement, including: whether the proposed settlement of the
10 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
11 and should be finally approved by the Court; whether the Final Approval Order and Judgment
12 should be entered herein; whether the plan of allocation contained in the Agreement should be
13 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
14 fees and costs, the service award, the Individual Settlement Payment, and the expenses of the
15 Administrator. All papers in support of the motion for final approval of the class settlement shall
16 be filed with the Court and served on all counsel no later than sixteen (16) court days before the
17 hearing and shall be heard at the Final Approval Hearing.

18 14. Neither the Settlement nor any exhibit, document, or instrument delivered
19 thereunder shall be construed as a concession or admission by Defendant in any way that the
20 claims asserted have any merit or that this Action was properly brought as a class or representative
21 action, and shall not be used as evidence of, or used against Defendant as, an admission or
22 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
23 omission by Defendant or with respect to the truth of any allegation asserted by any person.
24 Whether or not the Settlement is finally approved, neither the Agreement, nor any exhibit,
25 document, statement, proceeding or conduct related to the Settlement or Agreement, nor any
26 reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
27 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
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1 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
2 liability, fault, wrongdoing, omission, concession or damage.

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

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

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

18 **IT IS SO ORDERED.**

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20 Dated: _____

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