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12 Attorneys for Plaintiff

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

14 **IN AND FOR THE COUNTY OF ORANGE**

15 AMY GORDON, an individual, on behalf of
16 herself and on behalf of all persons similarly
17 situated,

18 Plaintiffs,

19 vs.

20 SUMMIT MEDICAL STAFFING LLC, a
21 Limited Liability Company; and DOES 1
22 through 50, inclusive,

23 Defendants.

CASE NO.: **30-2025-01468470-CU-OE-CXC**

NOTICE OF ENTRY OF JUDGMENT

Judge: Hon. William Claster

Dept.: CX101

Action Filed: April 17, 2023

Trial Date: Not Set

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

2 YOU ARE HEREBY NOTIFIED THAT on July 31, 2026, the Court entered the
3 Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5 Respectfully submitted,

6

7 Dated: August 5, 2026

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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By: /s/ Kyle Nordrehaug
Kyle R. Nordrehaug
Attorneys for Plaintiff

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

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.

On August 5, 2026, I served the document(s) described as:

1. Notice of Entry of Judgment

X (BY ELECTRONIC SERVICE): I caused the above entitled document(s) to be transmitted through electronic mail to counsel Defendant at the following address(es):

Karin M. Cogbill
Isabella L. Shin
JACKSON LEWIS P.C.
160 W. Santa Clara Street, Suite 400
San Jose, CA 95113
Tel.: (408) 579-0404 / Fax: (408) 454-0290
Email: Karin.Cogbill@jacksonlewis.com
Isabella.Shin@jacksonlewis.com

Attorneys for Defendant

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

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 August 5, 2026, at La Jolla, California.

/s/ Kyle Nordrehaug
Kyle Nordrehaug

EXHIBIT #1

31893780

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
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La Jolla, CA 92037
Telephone: (858) 551-1223
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Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JUL 31 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

AMY GORDON, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

SUMMIT MEDICAL STAFFING LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 30-2025-01468470-CU-OE-CXC

**~~[REVISED PROPOSED]~~ FINAL
APPROVAL ORDER AND JUDGMENT**

Hearing Date: July 24, 2026
Hearing Time: 9:00 a.m.

Judge: William Claster
Dept.: CX101

Complaint Filed: April 17, 2023
FAC Filed: January 16, 2024

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiff Amy Gordon ("Plaintiff") for an order finally approving the First
2 Amended Class Action and PAGA Settlement Agreement ("Agreement") with Defendant Summit
3 Medical Staffing LLC ("Defendant"), attorneys' fees and costs, service payments, and the
4 expenses of the Administrator duly came on for hearing on July 24, 2026 before the Honorable
5 William Claster.

6 I.

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of Orange, and over all Parties to this litigation,
13 including the Class as that term is defined in the Agreement.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Three Hundred Twenty-Five
16 Thousand Dollars (\$325,000.00), and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm's length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the risks relating to certification, liability, and damages issues, and the assistance of an
22 experienced mediator in the settlement process, among other factors, support the Court's
23 conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On January 20, 2026, the Court granted preliminary approval of the Settlement and
26 approved conditional certification of the Class for settlement purposes only.

27 **Notice to the Class**

28 **FINAL APPROVAL ORDER AND JUDGMENT**

1 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
2 by first class mail to members of the Class at their last known addresses on or about April 6, 2026.
3 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
4 circumstances and was reasonably calculated to communicate actual notice of the litigation and
5 the proposed settlement to the Class. The Class Notice given to the Class Members fully and
6 accurately informed the Class Members of all material elements of the proposed Settlement and of
7 their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was
8 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
9 State of California, the United States Constitution, due process and other applicable law. The
10 Class Notice fairly and adequately described the Settlement and provided Class Members adequate
11 instructions and a variety of means to obtain additional information.

12 7. The deadline for opting out of the Class or submitting written objections to the
13 Settlement was June 5, 2026. There was an adequate interval between notice and the deadline to
14 permit Class Members to choose what to do and act on their decision. A full opportunity has been
15 afforded to the Class Members to participate in the final approval hearing, and all Class Members
16 and other persons wishing to be heard have been heard. Class Members also have had a full and
17 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
18 Court determines that all Class Members who did not timely and properly submit a request for
19 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

20 **Fairness Of Settlement**

21 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
22 48 Cal.App.4th 1794, 1801 (1996).

23 a. The settlement was reached through arm's-length bargaining between the
24 parties during an all-day mediation before Tagore Subramaniam, a respected and experienced
25 mediator of wage and hour class actions. Prior to mediation, Plaintiff conducted an investigation
26 of the facts and claims, and the Parties also exchanged informal discovery, which included time
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1 and pay data for the class and relevant policies. There has been no collusion between the parties in
2 reaching the proposed settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. No timely requests for exclusion were received.

9 e. The participation rate was high. 147 Participating Class Members will be
10 mailed a settlement payment, representing 100% of the overall Class.

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

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

18 **Attorneys' Fees and Costs**

19 11. A reduced award of \$97,500 for attorneys' fees, representing ~~one-third~~ ^{30%} of the Gross NR
20 Settlement Amount, and \$24,798 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
23 and litigation expense billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for Class Representative Service Payment of not more
26 than \$10,000 to Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the ~~reduced~~ ^{reduced} amount of ~~\$4,000~~ ^{\$1,500} to Plaintiff is reasonable in light NR

1 of the risks and burdens undertaken by the Plaintiff in this litigation and for their time and effort in
2 bringing and prosecuting this matter on behalf of the Class. In making this award, the Court has
3 considered only the factors set forth in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238
4 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785.

5 **Administration Expenses Payment**

6 13. The Administrator shall calculate and administer the payments to be made to the
7 Participating Class Members and Aggrieved Employees, transmit payment for attorneys' fees and
8 costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff,
9 distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and
10 perform the other remaining duties set forth in the Agreement. The Administrator has documented
11 \$6,750 in fees and expenses, and this amount is reasonable in light of the work performed by the
12 Administrator.

13 **PAGA Penalties**

14 14. The Agreement provides for PAGA Penalties in the amount of \$10,000 to be paid
15 out of the Gross Settlement Amount, which shall be allocated 75% (\$7,500) allocated to the
16 LWDA PAGA Payment and 25% (\$2,500) allocated to the Individual PAGA Payments to be
17 distributed by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
18 Penalties (\$2,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees
19 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
20 Periods. "Aggrieved Employees" all individuals who are or previously were employed by Summit
21 Medical Staffing, LLC who were classified as non-exempt in the State of California at any time
22 during the PAGA Period. The "PAGA Period" is February 13, 2022 through December 30, 2024.
23 The LWDA was notified of the settlement and served with a copy of the Agreement, and the
24 LWDA has not objected to the Settlement. The Court finds this PAGA Penalties amount to be
25 reasonable.

26 **II.**

27 **ORDERS**

28 **FINAL APPROVAL ORDER AND JUDGMENT**

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

2 15. The Class is certified for the purposes of settlement only. The Class consists of the
3 Aggrieved Employees and the Class. The Class Period collectively means the applicable Class
4 Period and PAGA Period. The Aggrieved Employees are defined as:

5
6 All individuals who are or previously were employed by Summit Medical Staffing, LLC
7 who were classified as non-exempt in the State of California at any time during the PAGA
8 Period.

9 The PAGA Period is February 13, 2022 through December 30, 2024.

10 The Class is defined as:

11 All individuals who were employed by Defendant Summit Medical Staffing, LLC
12 who were classified as non-exempt in the State of California at any time during the
13 Class Period.

14 The Class Period is April 17, 2019 through December 30, 2024.

15 16. All persons who meet the foregoing definitions are members of the Class, except
16 for those individuals who filed a valid request for exclusion ("opt out") from the Class. There
17 were no individuals who requested exclusion from the Class.

18 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
19 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
20 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
21 the Administrator no later than fourteen (14) days after the Effective Date, as defined in the
22 Agreement.

23 18. Class Counsel are awarded attorneys' fees in the ~~reduced~~ amount of \$97,500 and WDL
24 costs in the amount of \$24,798. Class Counsel shall not seek or obtain any other compensation or
25 reimbursement from Defendant, Plaintiff or members of the Class.

26 19. The payment of the Class Representative Service Payment in the amount of \$5,000
27 to Plaintiff is approved.

28 20. The payment of \$6,750 to the Administrator for their fees and expenses is
approved.

FINAL APPROVAL ORDER AND JUDGMENT

1 21. The PAGA Penalties amount of \$10,000 is approved to be distributed in
2 accordance with the Agreement.

3 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
4 Final Approval Order and Judgment a finding of the validity of any claims in the Action, any
5 wrongdoing by Defendant, or that this Action is appropriate for class treatment (other than for
6 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
7 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
8 as, or may be used as an admission by or against Defendant of any fault, negligence, wrongdoing,
9 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
10 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
11 any liability, culpability, negligence, or wrongdoing on the part of Defendant, or an admission or
12 concession with regard to the denials or defenses by Defendant. Notwithstanding these
13 restrictions, Defendant may file in the Action, or in any other proceeding, this Final Approval
14 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
15 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
16 theory of claim or issue preclusion or similar defense as to the claims being released by the
17 Settlement.

18 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
19 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
20 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
21 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
22 to individual Class Members. Pursuant to Labor Code section 2699, Class Counsel shall submit a
23 copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

24 24. If the Agreement does not become final and effective in accordance with the terms
25 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
26 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
27 revert to their respective positions as of before entering into the Agreement, and expressly reserve
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FINAL APPROVAL ORDER AND JUDGMENT

1 their respective rights regarding the prosecution and defense of this Action, including all available
2 defenses and affirmative defenses, and arguments that any claim in the Action could not be
3 certified as a class action and/or managed as a representative action.

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

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

7 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
8 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
9 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
10 arising from or in connection with the distribution of settlement benefits.

11 27. The Parties are authorized, with approval from the Court, to agree to and to adopt
12 such amendments, modifications and expansions of the Agreement and all exhibits attached
13 thereto which are consistent with this Final Approval Order and Judgment and do not limit the
14 rights of the Parties or Class Members under the Agreement.

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

17 29. Effective on the date when Defendant fully funds the entire Gross Settlement
18 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
19 Payments, all Participating Class Members, on behalf of themselves and their respective former
20 and present representatives, agents, attorneys, spouses, heirs, administrators, successors, and
21 assigns, release Released Parties from the Released Class Claims.

22 30. As used in paragraph 29 above, the quoted terms have the meanings set forth
23 below:

24 (a) "Released Class Claims" means all claims ~~that were alleged, or reasonably~~ *as described in the*
25 ~~could have been alleged, based facts stated in the Operative Complaint which occurred during the~~ *Settlement Agreement.*
26 Class Period, including: (1) ~~unfair competition in violation of Business and Professions Code~~
27 ~~sections 17200 et seq., (2) failure to pay minimum wages in violation of Labor Code sections~~
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FINAL APPROVAL ORDER AND JUDGMENT

1 1194, 1197, and 1197.1, (3) failure to pay overtime wages in violation of Labor Code section 510,
2 (4) failure to provide meal periods in violation of sections 226.7 and 512, (5) failure to provide
3 rest periods in violation of sections 226.7 and 512, (6) failure to provide accurate itemized wage
4 statements in violation of Labor Code section 226, (7) failure to reimburse employees for
5 necessary business expenses in violation of Labor Code section 2802, (8) failure to timely pay
6 wages when due in violation of Labor Code sections 201-204, (9) failure to pay sick pay wages in
7 violation of Labor Code sections 201-204, 210, 233, 246, and 246.5, (10) unlawful deductions in
8 violation of Labor Code section 221, and (11) failure to provide suitable seating in violation of
9 Labor Code section 1198. Except as expressly set forth in this Agreement, Participating Class
10 Members do not release any other claims, including claims for vested benefits, wrongful
11 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
12 disability, social security, workers' compensation, or claims based on facts occurring outside the
13 Class Period.

is defined in the Settlement Agreement.

14 (b) "Released Parties" collectively means Defendant and all of its present and
15 former parent companies, subsidiaries, divisions, members, or joint ventures, and their
16 shareholders, officers, directors, employees, agents, attorneys (including Defendant's counsel of
17 record in the Actions), insurers, successors and assigns, and any other individual or entity that
18 could be liable for any of the claims released through this Settlement.

19 31. Effective on the date when Defendant fully funds the entire Gross Settlement
20 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
21 Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
22 themselves and their respective former and present representatives, agents, attorneys, spouses,
23 heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA
24 Claims. *as defined in the Settlement Agreement.* The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or
25 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the
26 PAGA Notice, which occurred during the PAGA Period, including PAGA claims based on the
27 following Labor Code sections 201, 202, 203, 204 et seq., 210, 221, 226, 226.7, 227.3, 233, 246 et
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FINAL APPROVAL ORDER AND JUDGMENT

1 *seq.*, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
2 section 11040, section 1 1070, and the applicable Industrial Welfare Commission Wage Orders,
3 and PAGA claims based on failure to pay minimum wages, failure to pay overtime wages, failure
4 to provide meal and rest periods, failure to provide accurate itemized wage statements, failure to
5 reimburse employees for necessary business expenses, failure to timely pay wages when due,
6 failure to pay sick pay wages, unlawful deductions, failure to pay vacation wages, failure to
7 provide suitable seating, failure to pay reporting time pay, failure to keep required records, and
8 failure to regulate the internal temperatures of work environments. The Released PAGA Claims do
9 not include other PAGA claims, underlying wage and hour claims, claims for wrongful
10 termination, discrimination, unemployment insurance, disability and worker's compensation, and
11 claims outside of the PAGA Period. The release of the Released PAGA Claims shall be effective
12 as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request
13 for an exclusion from the Class.

14 32. Effective on the date when Defendant fully funds the entire Gross Settlement
15 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
16 Payments, Plaintiff have generally and fully released and discharged the Released Parties from the
17 Plaintiff's Release, as fully set forth in the Agreement.

18 33. If a settlement check remains uncashed by the expiration date, the funds from such
19 uncashed checks will be paid to the California Controller's Unclaimed Property Fund in the name
20 of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California
21 Code of Civil Procedure Section 384, subd. (b).

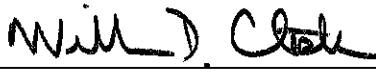
22 34. Pursuant to section 384(b) of the Code of Civil Procedure, Plaintiff shall submit to
23 the Court a final report on or before February 28, 2027 setting forth the actual amounts paid to
24 class members and other amounts disbursed pursuant to the settlement. Upon receiving the report,
25 the Court will determine whether further reports and/or a hearing will be necessary.

26 35. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS
27 OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULE OF COURT 3.769, THE
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FINAL APPROVAL ORDER AND JUDGMENT

1 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
2 ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
3 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS
4 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.
5 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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7 Dated: 7-31-26

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9 HON. WILLIAM CLASTER
JUDGE, SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT