

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 195443 NAME: Matthew S. Da Vega FIRM NAME: Da Vega Fisher Mechtenberg LLP STREET ADDRESS: 232 E. Anapamu St. CITY: Santa Barbara STATE: CA ZIP CODE: 93101 TELEPHONE NO.: 805.232.4471 FAX NO.: 877.535.9358 E-MAIL ADDRESS: mdavega@mdmflaw.com ATTORNEY FOR (name): Plaintiffs Cathryn-Lucy Price and Michelle Pono	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway, MAILING ADDRESS: same CITY AND ZIP CODE: San Diego 92101 BRANCH NAME: Central Branch	
PLAINTIFF/PETITIONER: Plaintiffs Cathryn-Lucy Price and Michelle Pono DEFENDANT/RESPONDENT: AMN Healthcare, Inc. and AMN Services, LLC OTHER:	CASE NUMBER: 37-2018-00017996-CU-OE-CTL JUDICIAL OFFICER: Hon. Gregory W. Pollack
PROPOSED ORDER (COVER SHEET)	DEPT: C-71

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Cathryn-Lucy Price and Michelle Pono
2. Title of the proposed order:
ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS and PAGA SETTLEMENT
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: HEARING RE: PLAINTIFFS MOTION FOR FINAL APPROVAL OF CLASS and PAGA SETTLEMENT
 - b. Date and time: October 5, 2023 at 9:30 a.m.
 - c. Place: San Diego County Superior Court.
Central Branch (Dept C-71 - Hon. Gregory W. Pollack)
330 West Broadway, San Diego CA 92101
4. The proposed order was served on the other parties in the case.

Matthew S. Da Vega

(TYPE OR PRINT NAME)



Matthew S. Da Vega

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME: Price v. AMN	CASE NUMBER:
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**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

DA VEGA FISHER MECHTENBERG LLP, 232 E. Anapamu St., Santa Barbara, CA 93101

b. My electronic service address is (*specify*): mdavega@mdmflaw.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Taylor Wemmer, DLA Piper, 4365 Executive Dr., Suite 1100, San Diego, CA 92121 (Counsel for Defendant AMN)

b. To (*electronic service address of person served*): Taylor.Wemmer@us.dlapiper.com

c. On (*date*): September 1, 2023

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: September 1, 2023

Matthew S. Da Vega

(TYPE OR PRINT NAME OF DECLARANT)

Matthew S. Da Vega

(SIGNATURE OF DECLARANT)

Matthew S. Da Vega, SBN 195443
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Attorneys for Plaintiffs and the Proposed Plaintiff Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CATHRYN-LUCY PRICE and
MICHELLE PONO, on behalf of herself
and all others similarly situated,

Plaintiffs,

vs.

AMN HEALTHCARE, INC.; AMN
SERVICES, LLC, and DOES 1-100,
inclusive,

Defendants.

Case No.: 37-2018-00017996-CU-OE-CTL

CLASS and REPRESENTATIVE ACTION

**[PROPOSED] JUDGMENT and ORDER
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS
SETTLEMENT and ATTORNEYS' FEES and
COSTS**

Assigned For All Purposes to the Honorable
Gregory W. Pollack (Dept. C-71)

Date: October 5, 2023

Time: 9:30 a.m.

Location: Dept. C-71 (Hon. Gregory W. Pollack)

1 Plaintiffs Cathryn-Lucy Price and Michelle Pono (“Plaintiffs”), individually, and on
2 behalf of similarly situated persons, and Defendant AMN Healthcare, Inc. and AMN Services,
3 LLC (“Defendants” or “AMN”)(or together with the Plaintiffs, the “Parties”) reached a class
4 action and PAGA settlement, upon the terms and conditions set forth in the Parties’ Stipulation
5 of Settlement and Release (“Settlement Agreement”), a copy of which was attached to
6 Plaintiffs’ Notice of Motion and Unopposed Motion for Preliminary Approval of Class
7 Settlement (“Preliminary Approval”).

8 On May 19, 2023, the Court issued its Order Granting Preliminary Approval of Class
9 Settlement (“Preliminary Approval Order”).

10 Due and adequate notice having been given to the Class Members, as defined below, and
11 the Court having considered Plaintiff’s Notice of Motion and Motion for Final Approval of
12 Class Action Settlement ("Motion") and the exhibits thereto, all papers filed and proceedings
13 had herein and any written objections/disputes received regarding the proposed Settlement, and
14 having reviewed the record in the Action, and good cause appearing,

15 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

16 **RECITALS**

17 1. On September 11, 2023, Plaintiffs filed an unopposed Motion for Final
18 Approval of Class Settlement, Class Representative Enhancement Award, Settlement
19 Administrator Costs and Class Counsel’s Attorneys Fees and Costs.

20 2. On October 5, 2023 the Court held a Final Approval/Fairness Hearing related to
21 the proposed Class and PAGA Settlement.

22 **FINDINGS**

23 3. **Fair, Adequate and Reasonable:** The Court finds that the Settlement is, in all
24 respects, fair, adequate, and reasonable. In making this finding, the Court considers the nature
25 of the claims and the risks inherent in such claims, the good result obtained, Defendants’
26 potential liability, and the fact that this settlement represents a compromise of the Parties’
27 respective positions rather than the result of a finding of liability at trial. The Court further
28 finds that the terms of the Settlement have no obvious deficiencies and do not improperly grant
preferential treatment to Plaintiff. Therefore, the Court finds that the Settlement was entered

1 into in good faith.

2 4. **Class Notice:** The Court additionally notes the significant benefits to the Class
3 Members under the Settlement Agreement, and finds that the distribution of the Class Notice of
4 Settlement to the Class Members as set forth in the Settlement Agreement has been completed
5 in conformity with the Settlement Agreement and order granting preliminary approval of the
6 Settlement. The Notice of Class Settlement provided adequate notice of the proceedings and
7 about the case, including the proposed settlement terms as set forth in the Settlement
8 Agreement. The Notice of Class Settlement fully satisfied due process requirements. The
9 Notice of Class Settlement was sent via first class U.S. Mail to all persons entitled to such
10 notice and to all Class Members. As executed, the Notice of Class Settlement was the best
11 notice practicable under the circumstances.

12 **ORDER**

13 5. The Court hereby **GRANTS FINAL APPROVAL** of the class settlement upon
14 the terms and conditions set forth in the Settlement Agreement.

15 6. **Class Definition:** The Court hereby certifies, for settlement purposes only, the
16 following class.

17 **The Settlement Class is defined as:**

18 “All current and former California based non-exempt employees who
19 worked for AMN as Credentialing Analysts from April 11, 2014
20 through the date that the Court issues its order granting preliminary
21 approval of the settlement. (“Approval Date” [May 19, 2023]) and/or
22 Customer Account Manager (“CAMs”) from January 8, 2015 through
23 the Approval Date (the "Class")" (Settlement Agreement §2.A.; Preliminary
24 Approval Order)

25 “Class Periods” or “Covered Periods” refers to the period of time from
26 April 11, 2014 through the Approval Date for the Credentialing
27 Analysts sub-class and from January 8, 2015 through the Approval Date
28 for the CAMs sub-class.” (Settlement Agreement §2.A.; Preliminary
Approval Order)

“Settlement Class Members” is defined to mean those Class Members
who have not “opted out” of the Class Settlement by submitting a timely
and valid Request for Exclusion. (Settlement Agreement §2.A.;
Preliminary Approval Order)

1 7. **Class Representative:** The Court hereby appoints Cathryn-Lucy Price and
2 Michelle Pono as Class Representatives, for settlement purposes only.

3 8. **Class Counsel:** The Court hereby appoints Matthew S. Da Vega of Da Vega
4 Fisher Mechtenberg LLP as Class Counsel, for settlement purposes only.

5 9. **Implementation and Residual Monies:** The Court hereby orders the Parties to
6 implement the terms of the Settlement Agreement, and directs Defendants to disburse the funds
7 pursuant to the terms of the Settlement Agreement and consistent with this Order and
8 Judgment. All uncashed settlement checks and any residual amounts of the Settlement Fund
9 returned to the Settlement Administrator, plus any accrued interest that has not otherwise been
10 distributed pursuant to order of the Court, shall be distributed as follows: Any settlement
11 checks not cashed after the class-wide distribution expiration periods shall be void and the
12 sums correlating to those checks not cashed and any residual amounts shall be returned to the
13 Settlement Administrator. The Settlement Administrator will then pay out those residual
14 amounts per guidelines in California Code of Civil Procedure section 384 to the Controller of
15 the State of California, Unclaimed Property Fund in the name of the Settlement Class Member
16 whose check was cancelled. The failure to cash or deposit any check within the expiration
17 periods shall in no way affect the binding nature of the Settlement or the binding nature of any
18 release of claims.

19 10. **Release:** All Class Members who did not “Opt-Out” of the Settlement shall be
20 bound by the releases provided in the Settlement Agreement and Notice of Class Settlement.

21 11. **Class Representative Enhancement Award:** The Court hereby approves the
22 Class Representative Enhancement Awards in the amount of **\$20,000** (\$10,000 to each of the
23 two Class Representatives) to be paid out of the Maximum Settlement Amount.

24 12. **Class Counsel Fees and Costs:** The Court hereby approves an award of
25 reasonable Attorneys’ Fees to Class Counsel in the amount of **\$200,000** and reimbursement of
26 costs and expenses they incurred in this matter in the amount of **\$40,000** to be paid out of the
27 Maximum Settlement Amount.

28 13. **Settlement Administrator Costs:** The Court hereby approves payment of the

1 Settlement Administrator's costs in the amount of **\$9,750** to compensate the Settlement
2 Administrator – Phoenix Settlement Administrators - for fees and costs associated with the
3 administration of the settlement, to be paid out of the Maximum Settlement Amount.

4 14. **PAGA Penalty Amount:** The Court hereby approves payment for civil
5 penalties under the Private Attorneys General Act of 2004 ("PAGA") in the amount of **\$60,000**
6 ("PAGA Penalty Amount") (75% of that amount [**\$45,000**] to be paid to the California Labor
7 and Workforce Development Agency ["LWDA Payment"] and 25% of that amount [**\$15,000**]
8 back to the PAGA Group ["PAGA Group Amount"]).

9 15. The Court notes that Defendant does not oppose these amounts, and finds these
10 amounts are fair and reasonable under the circumstances and under both the common fund
11 approach and lodestar approach.

12 16. A Compliance Status report shall be filed and served by _____.

13 17. A Compliance Status hearing to be held on _____ at _____
14 a.m./p.m..

15 **JUDGMENT**

16 18. This Judgment is intended to be a final disposition of this action in its entirety,
17 and is intended to be immediately appealable. Pursuant to Rule 3.769(h) of the California Rules
18 of Court, the Court retains jurisdiction over the Parties to enforce the terms of the Settlement
19 and this Judgment.

20
21 **IT IS SO ORDERED and JUDGMENT IS HEREBY ENTERED**

22
23 **DATED:** _____

24 By: _____
25 Honorable Gregory W. Pollack
26 Judge of the Superior Court
27
28