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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

LATOYA HONEY WALKER, individually and
on behalf of all others similarly situated;

Plaintiff,

vs.

NURSEFINDERS, LLC; AMN SERVICES,
LLC; and DOES 1–100, inclusive.

Defendants.

Case No. 3:22-CV-04084-AGT

Assigned to the Honorable Alex G. Tse

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

1 On January 26, 2024, Plaintiff LaToya Honey Walker filed a Motion for Preliminary
2 Approval of the Class Action and PAGA Settlement ("Motion").

3 On February 9, 2024, Defendant Nursefinders, LLC, filed a statement of non-opposition.

4 Having reviewed the papers and documents presented, and having considered the matter, the
5 Court **HEREBY ORDERS THE FOLLOWING:**

6 1. The Court hereby **GRANTS** preliminary approval of the terms and conditions
7 contained in the Settlement, attached as **Exhibit 1** to the Declaration of Carolyn H. Cottrell in
8 Support of Plaintiff's Motion for Preliminary Approval of the Class Action and PAGA
9 Settlement. The Court preliminarily finds that the terms of the Settlement appear to be within
10 the range of possible approval under Fed. R. Civ. P. 23, PAGA, and other applicable laws.

11 2. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
12 reasonable when balanced against the probable outcome of further litigation relating to class
13 certification, liability and damages issues, and potential appeals; (2) sufficient discovery, investigation,
14 research, and litigation have been conducted such that counsel for the Parties at this time are able to
15 reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs,
16 delay, and risks that would be presented by the further prosecution of the litigation; and (4) the
17 proposed Settlement has been reached as the result of intensive, serious, and non-collusive
18 negotiations between the Parties. Accordingly, the Court preliminarily finds that the Settlement was
19 entered into in good faith.

20 3. The Court hereby **GRANTS** preliminary certification of the provisional Settlement
21 Class, in accordance with the Settlement, for the purposes of this Settlement only. The Settlement
22 Class is defined as all current and former hourly, non-exempt employees who worked for Defendant
23 in the state of California, excluding those individuals who signed an arbitration agreement, during the
24 time period between July 12, 2018 and the date of Preliminary Approval of the Settlement.

1 4. The Court hereby authorizes the retention of Phoenix Class Action Administration
2 Solutions as Settlement Administrator for the purpose of the Settlement, with reasonable
3 administration costs.

4 5. The Court hereby conditionally appoints Schneider Wallace Cottrell Konecky LLP
5 (“SWCK”) as Counsel for the Settlement Class.

6 6. The Court hereby appoints Plaintiff LaToya Honey Walker as Representative for the
7 Settlement Class.

8 7. The Court hereby **APPROVES** the Settlement Notice attached to the Settlement
9 Agreement as **Exhibit A**. The Court finds that the Settlement Notice and the related notification
10 procedure contemplated by the Settlement constitute the best notice practicable under the
11 circumstances and are in full compliance with the applicable laws and the requirements of due process.
12 The Court further finds that the Settlement Notice appears to fully and accurately inform the Members
13 of the Settlement Class of all material elements of the proposed Settlement, of their right to be excluded
14 from the Settlement, and of their right and opportunity to object to the Settlement.

15 8. The Court hereby authorizes dissemination of the Settlement Notice to the Settlement
16 Class. Subject to the terms of the Settlement, the Settlement Notice shall be mailed via U.S. mail to
17 the most recent known address of each Settlement Class Member within the timeframe specified in
18 the Settlement. The Parties are authorized to make non-substantive changes to the proposed Settlement
19 Notice that are consistent with the terms of the Settlement and this Order.

20 9. The Court hereby **APPROVES** the proposed procedure for Class Members to request
21 exclusion from the Settlement, which is to submit a written statement requesting exclusion to the
22 Settlement Administrator during the time period permitted under the Settlement. Any Settlement Class
23 Member who submits a written exclusion shall not be a member of the Settlement Class, shall be
24 barred from participating in the Settlement, and shall receive no benefit from the Settlement.

25 10. Class Counsel’s requests for attorneys’ fees in the amount of 33 1/3% of the Gross
26 Settlement Amount, or \$1,666,666.67, plus their costs up to \$20,000.00, are conditionally approved
27 subject to Class Counsel’s motion for attorneys’ fees and costs to be heard at the time of the final
28 fairness hearing.

11. The Court **ORDERS** that Class Counsel shall file a motion for final approval of the Settlement, with the appropriate declarations and supporting evidence, including a declaration setting forth the identity of any Settlement Class Members who request exclusion from the Settlement, by July 12, 2024.

12. The Court **ORDERS** that Class Counsel shall file a motion for approval of the fee and cost award and of the service award to the Settlement Class Representative, with the appropriate declarations and supporting evidence, to be heard at the same time as the motion for final approval of the Settlement, by July 12, 2024.

13. The Court further **ORDERS** that each Settlement Class Member shall be given a full opportunity to object to the Settlement and request for attorneys' fees, and to participate at a Final Approval Hearing, which the Court sets to commence on July 26, 2024, at 10:00 a.m. in Courtroom A of the United States District Court for the Northern District of California. Any Settlement Class Member seeking to object to the proposed Settlement may file such objection in writing with the Court and shall serve such objection on the Settlement Administrator.

14. Accordingly, **GOOD CAUSE APPEARING**, the Court hereby **APPROVES** the proposed Settlement Notice and the proposed notice process, and adopts the following dates and deadlines:

Event	Deadline
Date of preliminary approval	March 4, 2024
Deadline for Defendant to provide Administrator with Class List (Settlement, ¶ 19(d)).	March 25, 2024
Deadline for Administrator to mail Settlement Notice to Class Members (Settlement, ¶ 19(f)).	April 1, 2024
Notice Deadline (Settlement, ¶ 2(x)).	June 3, 2024
Deadline to opt out of or object to Settlement or dispute workweeks (Settlement, ¶¶ 2(x), 20–22).	May 17, 2024

Event	Deadline
Deadline for Administrator to provide counsel a report showing: (i) the number of Class Members who have timely requested exclusion; (ii) the number of Class Members who have submitted invalid exclusion requests; (iii) copies of all exclusion requests (whether valid or invalid); (iv) the estimated average and median recovery per Class Member who has not submitted a valid letter requesting exclusion; (v) the estimated average and median recovery per Aggrieved Employee; and (vi) the largest and smallest estimated amounts to be paid to Class Members who have not submitted valid letters requesting exclusion. (Settlement, ¶ 19(i)).	June 17, 2024
Deadline for filing and uploading onto settlement website Motion for Attorneys' Fees and Costs, and for Service Award	July 12, 2024
Deadline for filing of Final Approval Motion	July 12, 2024
Final Approval Hearing (Settlement, ¶ 24).	July 26, 2024
Effective Date (Settlement, ¶ 2(l)).	(i) If there is an objection to the settlement that is not subsequently withdrawn, then the date upon the expiration of time for appeal of the Court's Final Approval Order; or (ii) if there is a timely objection and appeal, then after such appeal is dismissed or the Court's Final Approval Order is affirmed on appeal; or (iii) if there are no timely objections to the settlement, or if any objections which were filed are withdrawn before the date of final approval, then the first business day after the Court's order granting Final Approval of the Settlement.
Deadline for Defendant to deposit Gross Settlement Amount (Settlement, ¶ 26).	Within ten (10) days of Effective Date.
Deadline for Administrator to make all payments due under the Settlement (Settlement, ¶¶ 27, 37).	Within thirty (30) days after the Effective Date or as soon as reasonably practicable.

Event	Deadline
Deadline for Administrator to provide Defendants' Counsel and Class Counsel, respectively, a report regarding the total amount of any funds that remain from checks that are returned as undeliverable or are not negotiated (Settlement, ¶¶ 19(1), 25).	Within ten (10) business days after conclusion of the 180-day check-cashing period.
Deadline for Administrator to provide written certification of completion of settlement administration (Settlement, ¶ 19(1)).	Upon completion of administration of the Settlement.

15. The Court further **ORDERS** that, pending further order of this Court, all proceedings in the Action, except those contemplated herein and in the Settlement, are stayed, and all deadlines are vacated.

16. If for any reason the Court does not execute and file a Final Approval Order and Judgment, the proposed Settlement subject to this Order and all evidence and proceedings had in connection with the Settlement shall be null and void.

17. The Court may, for good cause, extend any of the deadlines set forth in this Order or adjourn or continue the final approval hearing without further notice to the Class.

IT IS SO ORDERED.

Date: March 4, 2024



Hon. Alex G. Tse
United States Magistrate Judge
Northern District of California