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Superior Court of California
County of Los Angeles

FEB 08 2022

Sheri R. Carter, Executive Officer/Clerk of Court
By: Roxanne Arraiga, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CHARLES P. SANDLIN III, on) Case No.: 20STCV25675
behalf of himself, and others)
similarly situated,)
)
Plaintiffs,)
) JUDGMENT
vs.)
)
SECURE NURSING SERVICE, INC., a)
California Corporation,)
)
Defendants.)
)
)
)
)

The Court finds as follows:

A. The Court granted preliminary approval of the Amended Settlement Agreement and Release ("Settlement Agreement") and certified a provisional settlement class on September 17, 2021.

B. The Court granted final approval of the Settlement Agreement on January 20, 2022, certified the settlement class

1 with no opt-outs, and found that the Settlement Agreement was
2 fair, adequate and reasonable.

3 C. The Court defined the following:

4 "Class" and "Class Members": all individuals who worked
5 for Defendant Secure Nursing Service, Inc. as per-diem nurses
6 and/or travel nurses, in California at any time during the Class
7 Period. (Settlement Agreement, ¶I.B.)

8 "Class Period": April 6, 2016 to the End Date. The End
9 Date will be either May 1, 2021 or a date to be determined by
10 the parties that accounts for no more than 16,500 workweeks
11 since April 6, 2016. (¶I.H.)

12 "PAGA Employees": all individuals who worked for Defendant
13 Secure Nursing Service, Inc. as Per Diem and/or Travel Nurses in
14 California at any time during the PAGA Period. (¶I.CC.)

15 "PAGA Period": February 5, 2020 to the End Date. (¶I.DD.)

16 Defendant represented that the class consists of an
17 estimated total of 420 Class Members who collectively worked
18 15,000 workweeks during the Class Period. Defendant will provide
19 a declaration under oath as to the number of Class Members and
20 workweeks worked by the members of the Class during the Class
21 Period prior to the filing of the motion for preliminary
22 approval. If the number of workweeks during the Class Period
23 exceed 16,500, then Plaintiff has the option to revoke the
24 settlement unless either: (1) Defendant agrees to adjust the End
25

1 Period of the Class Period to cover no more than 16,500
2 workweeks; or (2) Defendant agrees to increase the settlement
3 pro rata based on the additional number of workweeks over
4 16,500. (§III.C.6.)

5 IT IS ORDERED, ADJUDGED AND DECREED as follows:

6 1. Plaintiff Charles P. Sandlin III, on behalf of
7 himself, and others similarly situated, shall take from
8 Defendant Secure Nursing Service, Inc. as set forth in the
9 Parties' Settlement Agreement and the Court's Approval Order
10 entered January 20, 2022.

11 2. Defendants shall pay Plaintiffs the Gross Settlement
12 Amount of \$350,000. The Net Settlement Amount ("Net")
13 \$197,433.14 is the GSA minus the following:

- 14 a. \$116,666.66 (1/3) for attorney fees to Class
15 Counsel with fee split: 50% to Zakay Law Group, APC and 50% to
16 the JCL Law Firm, APC;
17 b. \$12,988.69 for litigation costs to Class Counsel;
18 c. \$5,000 for a service award to the class
19 representative, Charles P. Sandlin, III;
20 d. \$9,900.20 for settlement administration costs to
21 ILYM Group; and
22 e. \$6,000 (75% of \$8,000 PAGA penalty) to the LWDA.
23

24 3. Upon entry of final judgment and funding in full of
25 the Gross Settlement Amount by Defendant, Plaintiff and the

1 Participating Class Members shall release all Released Class
2 Claims that occurred during the Class Period as to the Released
3 Parties. Released Class Claims are defined as all claims alleged
4 in the operative complaint, and any claims relating to the
5 payment of wages, minimum wages, overtime, meal breaks, rest
6 breaks, pay stubs, penalties (including but not limited to
7 waiting time, and paystub penalties), interest, attorney's fees,
8 or any other alleged wage/hour violations under California and
9 federal law (FLSA) that were or could have been asserted based
10 on the facts alleged in the operative complaint, by Plaintiff
11 and Participating Class Members. The release shall exclude
12 claims for vested benefits, wrongful termination, unemployment
13 insurance, disability, workers' compensation, claims outside of
14 the Class Period, and the Released PAGA Claims, which shall be
15 released in accordance with Section III(F)(5). (§III.F.1.)

17 "Released Parties" means Defendant, together with
18 Defendant's officers, shareholders, customers, directors,
19 employees, agents, and all related parent, predecessor,
20 successors, assigns, or affiliated entities. (§I.Y.)

21 Plaintiff is also providing a general release and CC 1542
22 waiver as to Defendant. (§§III.F.2-3.)

23 As of the Settlement Effective Date and upon funding in
24 full of the Gross Settlement Amount by Defendant, all PAGA
25 Employees shall release all Released PAGA Claims, irrespective

1 of whether they opted-out of the class settlement, and will be
2 bound by this PAGA Release. (§III.F.5.)

3 "Released PAGA Claims" are defined as the claims asserted
4 by the PAGA Employees for alleged violations of the California
5 Labor Code and IWC Wage Order provisions identified in the PAGA
6 notice sent to the LWDA and further identified in the operative
7 complaint in the Action that are alleged to have occurred during
8 the PAGA Period ("Released PAGA Claims"). (§I.EE.)
9

10 4. All uncashed settlement checks, plus interest, must be
11 delivered to the California State Controller's Unclaimed
12 Property Division in the name of the Class Member/Aggrieved
13 Employee who did not cash his or her check.

14 5. Pursuant to California Rules of Court, Rule 3.769(h),
15 the Court retains jurisdiction over the parties with respect to
16 enforcement of this Judgment under California Code of Civil
17 Procedure Section 664.6.

18 CLERK TO GIVE WRITTEN NOTICE.

19 DATED: February 8, 2022
20

21 **YVETTE M. PALAZUELOS**

22 YVETTE M. PALAZUELOS
23 JUDGE OF THE SUPERIOR COURT
24
25