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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF LOS ANGELES**

11 CHARLES P. SANDLIN III, on behalf of)
12 himself, and others similarly situated,)

13 Plaintiff,)

14 v.)

15 SECURE NURSING SERVICE, INC., a)
16 California Corporation, and DOES 1-50,)
inclusive,)

17 Defendants.)
18)

Case No. 20STCV25675

[PROPOSED] JUDGMENT

Hearing Date: January 20, 2022

Hearing Time: 10:00AM

Honorable Judge Yvette M. Palazuelos
Department 9

Trial Date: Not Set

Action Filed: July 7, 2020

19 Plaintiff's motion for an order finally approving the Class Action Settlement Agreement
20 ("Agreement") and motion for an award of attorneys' fees, costs and service awards duly came on
21 for hearing on January 20, 2022 before the above-entitled Court. The parties having settled this
22 action and the Court having entered an Order Granting Motion for Final Approval of Settlement
23 Class Action and good cause appearing therefor,

24 **I. IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

25 1. The certification of the Class is confirmed for the purposes of settlement. The
26 Class is defined as all individuals who worked for Defendant as per-diem nurses and/or travel
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1 nurses in California during the Class Period. The Class Period is defined as the period between
2 April 6, 2016 and May 1, 2021.

3 2. All persons who meet the foregoing definition are members of the Class, except for
4 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
5 no opt outs submitted.

6 3. Except as set forth in the Agreement, the Order Granting Motion for Final
7 Approval of Settlement Class Action and this Final Judgment, Plaintiff, and all members of the
8 Class, shall take nothing in the Action. Each party shall bear its own attorneys’ fees and costs,
9 except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of
10 Settlement Class Action and in this Final Judgment.

11 4. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
12 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
13 supervise and adjudicate any dispute arising from or in connection with the distribution of
14 settlement benefits.

15 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
16 Member who has not validly opted out has released the “Released Class Claims” against the
17 Defendant and all of the “Released Parties” as set forth in the Agreement.

18 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
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20 The Released Class Claims are defined as all claims alleged in the operative complaint,
21 and any claims relating to the payment of wages, minimum wages, overtime, meal breaks, rest
22 breaks, pay stubs, penalties (including but not limited to waiting time, and paystub penalties)
23 interest, attorneys’ fees, or any other alleged wage/hour violations under California and federal
24 law (FLSA) that were or could have been asserted based on the facts alleged in the operative
25 complaint, by Plaintiff and Participating Class Members. The release shall exclude claims for
26 vested benefits, wrongful termination, unemployment insurance, disability, workers’
27 compensation, claims outside the Class Period, and the Released PAGA Claims. The Released
28 PAGA Claims are defined as the claims asserted by the PAGA Employees for alleged violations

1 of the California Labor Code and IWC Wage Order provisions identified in the PAGA notice sent
2 to the LWDA and further identified in the operative complaint in the Action that are alleged to
3 have occurred during the PAGA Period.

4 "Released Parties" collectively means Defendant, together with Defendant's officers,
5 shareholders, customers, directors, employees, agents, and all related parent, predecessor,
6 successors, assigns, or affiliated entities

7 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
8 **ORDERED.**

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11 DATED: _____, 2022
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13 _____
14 Hon. Yvette M. Palazuelos
15 Judge, Superior Court for the State of California,
16 County of Los Angeles
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