

FILED
Superior Court of California
County of Los Angeles

03/08/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

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

SARA WOEHRLE, an individual, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

AMN SERVICES, LLC, a California Limited
Liability Company; PROVIDENCE HEALTH
SYSTEM-SOUTHERN CALIFORNIA, a
California Corporation; an individual, and
DOES 1-20, inclusive,

Defendants.

Case No: 19STCV15213

CLASS-ACTION

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL TO CLASS ACTION
SETTLEMENT AND APPLICATION FOR
CLASS COUNSEL FEES, CLASS
COUNSEL COSTS, ENHANCEMENT
AWARD, AND FINAL JUDGMENT
THEREON**

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1 On March 8, 2023, at 10:30 a.m., a hearing was held on Plaintiff Sara Woehrle's
2 ("Plaintiff") Motion for Final Approval of the Class Action Settlement and Motion for Class
3 Counsel Fees, Class Counsel Costs, and Enhancement Award. Shakouri Law Firm and Koul Law
4 Firm appeared for Plaintiff and Akerman LLP appeared for Defendant AMN Services LLC
5 ("Defendant").

6 The Parties have submitted their Amended Settlement Agreement (the "Agreement" or
7 "Settlement"), which this Court preliminarily approved (the "Preliminary Approval Order"). In
8 accordance with the Preliminary Approval Order, all affected current and former employees have
9 been given adequate notice of the terms of the Settlement and the opportunity to object to it or to
10 exclude themselves from it.

11 Having received and considered the Settlement, the supporting papers filed by the Parties,
12 and the evidence and argument received by the Court before entering the Preliminary Approval
13 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
14 this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES
15 DETERMINATIONS as follows:

16 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
17 Order and Judgment adopts all defined terms set forth in the Agreement.

18 2. For settlement purposes only, the Court grants certification of the following classes:

19 A. *Class Members*. All non-exempt healthcare professionals who
20 worked for AMN in California from May 2, 2015 to July 7, 2021,
21 except for 1) all individuals who are subject to an arbitration
22 agreement with AMN; 2) all individuals who are members of the
23 classes previously certified in *Clarke v. AMN Services, LLC*, Central
24 Dist. Cal. Case No. 2:16-cv-04132-DSF-KS; and 3) all individuals
25 who released their claims for unpaid wages and failure to authorize
26 and/or permit meal breaks in the settlement reached in *Robert Shaw,*
27 *et al. v. AMN Services, LLC, Northern Dist. Cal.*, Case No. 3:16-cv-
28 02816 JCS

B. *FLSA Collective Members*. All non-exempt healthcare
professionals who worked for AMN outside of California from
August 14, 2016 to July 7, 2021, except for 1) all individuals who
are subject to an arbitration agreement with AMN; and 2) all
individuals who are members of the classes previously certified in
Clarke v. AMN Services, LLC, Central Dist. Cal. Case No. 2:16-cv-
04132-DSF-KS.

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2 3. A subset of the Class that is defined as the “PAGA Group” in the Agreement will
3 be entitled to receive the payment under the terms of the Agreement in exchange for the release of
4 their Released PAGA Claims. The Court accepts the Parties’ definition of the PAGA Group, for
5 settlement purposes only, as follows:

6 All non-exempt healthcare professionals who worked for AMN in California
7 from April 29, 2018 to July 7, 2021 except for 1) all individuals who are
8 members of the classes previously certified in *Clarke v. AMN Services, LLC*,
9 Central Dist. Cal. Case No. 2:16- cv-04132-DSF-KS; and 2) all individuals
10 who released their claims for unpaid wages and failure to authorize and/or
11 permit meal breaks in the settlement reached in *Robert Shaw, et al. v. AMN*
12 *Services, LLC*, Northern Dist. Cal., Case No. 3:16-cv-02816 JCS.

13 4. Pursuant to the Preliminary Approval Order, notice of the Settlement was sent to
14 Class Members, FLSA Collective Members, and the PAGA Group by first-class mail. A separate
15 notice was prepared for each of the three groups which informed them of their rights under the
16 Settlement.

17 5. The Class Notice informed Class Members of the terms of the Settlement, their right
18 to receive a Settlement share, their right to comment on or object to the Settlement and/or the
19 attorneys’ fees and costs, their right to elect not to participate in the Settlement and pursue their
20 own remedies, and their right to appear in person and/or by counsel at the Final Approval Hearing
21 and be heard regarding approval of the Settlement. Adequate periods of time were provided by each
22 of these procedures.

23 6. The FLSA Notice informed FLSA Collective Members of the terms of the
24 Settlement, their right to opt-in to the Settlement and receive a Settlement share, their right to
25 comment on or object to the Settlement and/or the attorneys’ fees and costs, their right not to opt-
26 in and pursue their own remedies, and their right to appear in person and/or by counsel at the Final
27 Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time
28 were provided by each of these procedures.

 7. The PAGA Notice informed the PAGA Group of the terms of the Settlement, their
right to receive a Settlement share, their right to dispute the number of workweeks allocated to

1 them, and further informed them that the Court will hold a Final Approval hearing at which time
2 the Court will hear objections if any, and arguments concerning the fairness of the proposed
3 Settlement and the request for attorneys' fees and costs and service award.

4 8. The Court finds and determines that this notice procedure afforded adequate
5 protections to Class Members, FLSA Collective Members, and the PAGA Group, and provides the
6 basis for the Court to make an informed decision regarding approval of the Settlement based on the
7 responses of each group. The Court finds and determines that the notices provided in this case were
8 the best notices practicable, which satisfied the requirements of law and due process.

9 9. For the reasons stated in the Preliminary Approval Order, the Court finds and
10 determines that the terms of the Settlement are fair, reasonable and adequate as to the Class
11 Members, the FLSA Collective Members, and the PAGA Group. The Court further finds that the
12 Participating Class Members, FLSA Collective Members who have opted-in ("Participating
13 Collective Members"), and the PAGA Group will be bound by the Settlement, that the Settlement
14 is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby
15 are ordered to be consummated.

16 10. The Court finds and determines that the all-inclusive Gross Settlement Amount in
17 the amount of \$5,225,000 to be paid under the Settlement is fair and reasonable. The Court hereby
18 grants final approval to and orders the payment of those amounts to be distributed to the
19 Participating Class Members, Participating Collective Members, and the PAGA Group in
20 accordance with the Agreement. Pursuant to the terms of the Agreement, the Settlement
21 Administrator is directed to make payments as defined in the Agreement.

22 11. The Court finds and determines that the Settlement Administration Cost for
23 administrating the Settlement, in the amount of \$56,500 is fair and reasonable. The Court hereby
24 grants final approval to and orders that the payment of that amount is paid out of the Gross
25 Settlement Amount to the Settlement Administrator in accordance with the Agreement.

26 12. The Court finds and determines that Plaintiff shall receive an Enhancement Award
27 in the amount of ~~\$15,000~~ ^{AF-EECCAT Ü} and hereby orders payment in the amount of ~~\$15,000.00~~ ^{AF-EECCAT Ü} to be paid to
28 Plaintiff out of the Gross Settlement Amount. In making this award, the Court has considered the

1 factors set forth in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251 and *Clark*
2 *v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785.

3 13. The Court further finds and determines that the request by Class Counsel for Class
4 Counsel Fee is fair and reasonable and hereby orders that \$1,741,666.67 (one-third of the Gross
5 Settlement Amount) be paid in equal shares to Shakouri Law Firm and Koul Law Firm out of the
6 Gross Settlement Amount. The Court finds this amount to be a reasonable result in light of the
7 quality of the result obtained, the work performed by class counsel, a review of the billing records
8 provided, and the estimated lodestar.

9 14. The Court also finds and determines that the request by Class Counsel for Class
10 Counsel Expenses is fair and reasonable and hereby orders that \$39,827.11, representing the full
11 amount requested by both firms, be paid to Shakouri Law Firm and Koul Law Firm out of the Gross
12 Settlement Amount.

13 15. The Court orders that payment of \$350,654.86 be made to the LWDA, representing
14 the LWDA's share of the amount allocated to Plaintiff's PAGA claims.

15 16. Upon the Effective Date and funding in full of the Gross Settlement Amount by
16 Defendants, all Participating Class Members who do not timely and validly opt-out shall be deemed
17 to have fully and finally released all claims, debts, liabilities, demands, obligations, guarantees,
18 costs, expenses, attorneys' fees, damages, or causes of action, contingent or accrued, which relate
19 to the wage and hour and California Labor Code claims alleged in the SAC or relate to other claims
20 that could have been alleged based on the facts asserted in the SAC, including but not limited to
21 regular and overtime rate calculations, waiting time penalties, minimum wages, timely payment of
22 wages, wage statements, unlawful deductions from wages, and derivative or related claims,
23 including but not limited to claims for restitution and other equitable relief, liquidated damages,
24 punitive damages, or penalties of any nature whatsoever, pursuant to the terms of the Agreement.

25 17. 16. Upon the Effective Date and funding in full of the Gross Settlement Amount
26 by Defendants, all Participating Collective Members who have timely and validly opted-in shall be
27 deemed to have fully and finally released means any and all claims, debts, liabilities, demands,
28 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action, contingent

1 or accrued, which relate to the FLSA unpaid overtime claim alleged in the Second Amended
2 Complaint or relate to other FLSA claims that could have been alleged based on the facts asserted
3 in the Second Amended Complaint, pursuant to the terms of the Agreement.

4 18. Upon the Effective Date and funding in full of the Gross Settlement Amount by
5 Defendants, all PAGA Members shall also release any and all claims, debts, liabilities, demands,
6 obligations, guarantees, costs, expenses, attorneys' fees, claims for restitution and other equitable
7 relief, liquidated damages, punitive damages, or penalties of any nature whatsoever, which related
8 to the Private Attorneys General Act allegations in the PAGA Notice Letter filed with the LWDA
9 and Second Amended Complaint or relate to other PAGA allegations that could have been alleged
10 on the facts asserted in the PAGA Notice Letter or Second Amended Complaint, pursuant to the
11 terms of the Agreement.

12 19. Pursuant to the terms of the Agreement, Plaintiff makes additional general releases
13 as defined in the Agreement.

14 20. As partial consideration for the Enhancement Award, Plaintiff's released claims
15 shall include all such claims, whether known or unknown, by the releasing party. Thus, even if
16 Plaintiff discovers facts and/or claims in addition to or different from those that they now know or
17 believe to be true with respect to the subject matter of Plaintiff's released claims, those claims will
18 remain released and forever barred. Therefore, with respect to Plaintiff's released claims, Plaintiff
19 expressly waive and relinquish all of the provisions and all of her rights and benefits under the
20 provisions of section 1542 of the California Civil Code, which reads:

21 **A general release does not extend to claims which the creditor or releasing**
22 **party does not know or suspect to exist in his or her favor at the time of**
23 **executing the release and that, if known by him or her, would have materially**
affected his or her settlement with the debtor or released party.

24 21. Nothing in this Order shall preclude any action to enforce the Parties' obligations
25 under the Settlement or under this Order, including the requirement that Defendant makes payment
26 in accordance with the Agreement.

27 22. If, for any reason, the Settlement ultimately does not become Final (as defined by
28 the Settlement), this Final Approval Order will be vacated; the Parties will return to their respective

1 positions in the Action as those positions existed immediately before the Parties executed the
2 Agreement; and nothing stated in the Agreement or any other papers filed with this Court in
3 connection with the Settlement will be deemed an admission of any kind by any of the Parties or
4 used as evidence against, or over the objection of, any of the Parties for any purpose in the Action
5 or in any other action.

6 23. The Parties entered into the Settlement solely for the purpose of compromising and
7 settling disputed claims. Defendant in no way admits any violation of law or any liability
8 whatsoever to Plaintiff, Class Members, FLSA Collective Members, or the PAGA Group,
9 individually or collectively, all such liability is expressly denied by Defendant.

10 24. By means of this Final Approval Order, this Court hereby enters final judgment in
11 this Action.

12 25. Notice of the Court's final judgment shall be posted on the static website established
13 for this case and hosted by the Settlement Administrator.

14 26. Without affecting the finality of this Final Approval Order and Judgment in any
15 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
16 implementation, effectuation and enforcement of this Order and the Settlement under Code of Civil
17 Procedure § 664.6.

18 27. The Parties are hereby ordered to comply with the terms of the Agreement.

19 28. Each side to bear its own costs and attorneys' fees except as provided by the
20 Settlement and this Final Approval Order and Judgment.

21 29. The Court sets a Final Accounting hearing for October 11, 2023. Plaintiff
22 must file a final report 7 days prior to the Final Accounting hearing.

23 DATED: October 11



24 *Stuart M. Rice*

25 Stuart M. Rice / Judge

26 THE HON. STUART M. RICE
27 JUDGE OF THE SUPERIOR COURT
28

PROOF OF SERVICE

Case No. 19STCV15213

Woehrle v. AMN Services, LLC., et al.

I, JACKELINE HERNANDEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On February 10, 2023, I served the foregoing document described as:

[PROPOSED] ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT AND APPLICATION FOR CLASS COUNSEL FEES, CLASS COUNSEL COSTS, ENHANCEMENT AWARD, AND FINAL JUDGMENT THEREON

_____ by placing the document(s) listed above in a sealed envelope, addressed as set forth below, and placing the envelope for collection and mailing in the place designated for such in our offices, following ordinary business practices.

 X by transmitting via electronic mail the document(s) listed above to the electronic mailing address set forth below on this date.

on the parties listed below by placing a true copy thereof enclosed in a sealed envelope for collection and mailing in the United States Postal Service following ordinary business practices at Los Angeles, California addressed as follows:

SEE ATTACHED SERVICE LIST

I am readily familiar with the ordinary practice of the business of collecting, processing and depositing correspondence in the United States Postal Service and that the correspondence will be deposited the same day with postage thereon fully prepaid.

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

Executed on this February 10, 2023, in Los Angeles, California.



JACKELINE HERNANDEZ

PROOF OF SERVICE

Case No. 19STCV15213

Woehrle v. AMN Services, LLC, et al.

Sara Kroll-Rosenbaum, Esq.

sarah.kroll-rosenbaum@akerman.com

Alicia Y. Hou, Esq.

alicia.hou@akerman.com

Nancy Sotomayor

nancy.sotomayor@akerman.com

AKERMAN LLP

601 West Fifth Street, Suite 300

Los Angeles, CA 90071

Telephone: (213) 688-9500

Facsimile: (213) 627-6342

Attorneys for Defendant AMN SERVICES, LLC