

SHAKOURI LAW FIRM

Ashkan Shakouri, Esq. [SBN 242072]

ash@shakourilawfirm.com

Sharon W. Lin, Esq. [SBN 260443]

sharon@shakourilawfirm.com

401 Wilshire Blvd., 12th Floor

Santa Monica, California 90401

Telephone: (424) 252-4711

Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 23 2025

BY 
VALERIE URUENA, DEPUTY

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SUPERIOR COURT OF SAN BERNARDINO**

NAHRAIN SMITH, on behalf of herself
and others similarly situated,

Plaintiff,

v.

CHG MEDICAL STAFFING, INC. DBA
RNNETWORK; and DOES 1-20, inclusive

Defendants.

Case No: CIVSB2308055

*Assigned for All Purposes to Hon. Christian Towns;
Dept. S-26*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL TO CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND JUDGMENT**

Hearing Date: April 23, 2025

Hearing Time: 8:30 a.m.

Department: S-26

Action Filed: April 20, 2023

Trial Date: Not Set

1 This matter has come before the Honorable Christian Towns in Department S-26 of the
2 above-entitled Court for a hearing on Plaintiff Nahrain Smith's ("Plaintiff") Motion for Final
3 Approval of Class and Representative Action Settlement ("Motion for Final Approval") on April
4 23, 2025.

5 Plaintiff and Defendant CHG Medical Staffing, Inc. dba RNnetwork ("Defendant") have
6 submitted their Class Action and PAGA Settlement Agreement and Class Notice (the "Agreement"
7 or "Settlement"), which this Court preliminarily approved on October 23, 2024 (the "Preliminary
8 Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been
9 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. The Settlement and any exhibits hereto shall be incorporated into this Final
17 Approval Order and Judgment as though all terms therein are set forth in full. Except as otherwise
18 specified herein, for purposes of this Final Approval Order and Judgment the Court adopts all
19 defined terms set forth in the Agreement.

20 2. This Court has jurisdiction over this matter and over all parties to this Action,
21 including members of the Class.

22 3. The Court preliminarily found class certification appropriate for settlement
23 purposes only. The Court now finds final certification of the Class appropriate for settlement
24 purposes only and grants final certification of the Class. The Class is defined as all of Defendant's
25 non-exempt employees who were assigned to work at any facility inside California from January
26 31, 2019 through August 5, 2024 (the "Class Period"), with the exception of all individuals who
27 are members of the class certified in *Carlino v. CHG Med. Staffing, Inc.*, E.D. Cal. Case No. 1:17-
28 cv-01323-DAD-JLT. The Court finds that this Action and the Settlement satisfy the requirements

1 of California Code of Civil Procedure section 382, and further finds that the Class has at all times
2 been adequately represented by the Plaintiff and Class Counsel.

3 4. "Aggrieved Employees" is defined as all of Defendant's non-exempt employees
4 who were assigned to work at any facility inside California from February 1, 2022 through August
5 5, 2024 (the "PAGA Period").

6 5. Pursuant to the Preliminary Approval Order, the notice of Settlement ("Class
7 Notice") was sent to each Class Member by first-class mail. The Class Notice adequately informed
8 Class Members of the terms of the Settlement; their right to receive a share of the Settlement; their
9 right to comment on or object to the Settlement, and the requested Class Counsel Fees Payment or
10 Class Counsel Litigation Expenses Payment; their right to elect not to participate in the Settlement
11 and pursue their own remedies; and their right to appear in person and/or by counsel at the Final
12 Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time
13 were provided by each of these procedures. In addition, adequate follow-up efforts were made to
14 send the Class Notice to those individuals whose original Class Notice was returned as
15 undeliverable.

16 6. The Court finds and determines that this notice procedure fully complied with
17 California Code of Civil Procedure section 382 and California Rule of Court 3.769, was the best
18 notice practicable, afforded adequate protections to Class Members, and provides the basis for the
19 Court to make an informed decision regarding approval of the Settlement based on the responses of
20 Class Members. The Court finds and determines that the Class Notice provided in this Action was
21 the best notice practicable, which satisfied the requirements of law and due process.

22 7. No Class Members objected to the Settlement.

23 8. Only one (1) Class Member requested exclusion from the Settlement.

24 9. For the reasons stated in the Preliminary Approval Order, the Court finds and
25 determines that the terms of the Settlement are fair, reasonable and adequate to each Class Member
26 and that the Participating Class Members (defined as any Class Member who does not submit a
27 valid and timely Request for Exclusion) will be bound by the Settlement, that the Settlement is
28

1 ordered finally approved, and that all terms and provisions of the Settlement should be and hereby
2 are ordered to be consummated.

3 10. The Court finds and determines that the all-inclusive Gross Settlement Amount in
4 the amount of \$2,900,000.00 and the Individual Class Payments to be paid to Participating Class
5 Members under the Settlement are fair and reasonable. The Court hereby grants final approval to
6 and orders the payment of those amounts out of the Gross Settlement Amount be paid to the
7 Participating Class Members pursuant to the Agreement.

8 11. The Court finds and determines that the Administration Expenses for
9 administrating the Settlement, in the amount of \$12,500.00, are fair and reasonable. The Court
10 hereby grants final approval to and orders that the payment of that amount be paid out of the Gross
11 Settlement Amount to the Administrator pursuant to the Agreement.

12 12. The Court finds and determines that the request by Plaintiff for the Class
13 Representative Service Payment is fair and reasonable and hereby orders that the requested
14 payment in the amount of \$10,000.00 to Plaintiff be paid out of the Gross Settlement Amount to
15 Plaintiff Nahrain Smith pursuant to the Agreement.

16 13. The Court further finds and determines that the amount requested by Class
17 Counsel for Class Counsel Fees Payment is fair and reasonable and hereby orders that \$966,666.67
18 be paid out of the Gross Settlement Amount to Shakouri Law Firm pursuant to the Agreement.

19 14. The Court also finds and determines that the amount requested by Class Counsel
20 for Class Counsel Litigation Expenses Payment is fair and reasonable and hereby orders that
21 \$21,300.00 be paid out of the Gross Settlement Amount to Shakouri Law Firm pursuant to the
22 Agreement.

23 15. The Court finds and determines that the amount allocated to the PAGA Penalties
24 for settlement of Plaintiff's PAGA claims under the California Private Attorneys General Act of
25 2004, in the amount of \$100,000.00, is fair and reasonable; and hereby orders that pursuant to the
26 requirements of Labor Code section 2699(i), \$75,000.00 (75% of the PAGA Penalties) to be paid
27 to the California Labor Workforce Development Agency ("LWDA") as the LWDA's share of the
28 settlement of civil penalties and \$25,000.00 (25% of the PAGA Penalties) be distributed to the

1 Aggrieved Employees. The Court hereby grants final approval to and orders that the payments of
2 these amounts out of the Gross Settlement Amount be made in accordance with the Agreement
3 and Preliminary Approval Order.

4 16. Upon the Effective Date and the full funding of the Gross Settlement Amount by
5 Defendant, Plaintiff and all Participating Class Members, on behalf of themselves and their
6 respective former and present representatives, agents, attorneys, spouses, heirs, administrators,
7 successors, and assigns, release Released Parties (defined as Defendant, all entities affiliated with
8 it, and its owners, agents, attorneys, insurers, past, present, and future divisions, DBAs (if any),
9 predecessors, successors, shareholders, officers, directors, managers, employees, trustees,
10 representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents,
11 subsidiaries, healthcare facility clients, any and all facilities where any Participating Class Member
12 and/or Aggrieved Employee performed work for Defendant, any and all entities that operate those
13 facilities, any and all alleged joint employers, privies, and/or any and all persons and/or corporate
14 entities acting by, through under, or in concert with any of them, and any individual or entity that
15 could be liable for any of the Released Class Claims and/or Released PAGA Claims, and Defense
16 Counsel) from all claims that were alleged, or reasonably could have been alleged, through the
17 Class Period, based on the facts stated in the Operative Complaint and ascertained in the course of
18 the Action, including but not limited to claims for (1) failure to pay overtime; (2) failure to
19 authorize and/or permit meal breaks or pay lawful premiums; (3) failure to authorize and/or permit
20 rest breaks; (4) failure to reimburse for business-related expenditures; (5) failure to furnish accurate
21 wage statements; (6) waiting time penalties; (7) unfair business practices; and (8) violation of
22 Labor Code sections 200, 201, 202, 203, 218.5, 226, 226.7, 500, 510, 512, 558, 1194, 1198, 2802,
23 and all applicable IWC Wage Orders, Business and Professions Code section 17200 et seq., as well
24 as any and all wage and hour claims asserted or which could have been asserted based on the
25 factual allegations contained in the Operative Complaint, through the Class Period, including, but
26 not limited to, any and all claims for unpaid wages, economic damages, non-economic damages,
27 any other damages, statutory penalties, waiting time penalties, liquidated damages, and all other
28 associated damages and/or statutory penalties, including but not limited to damages and/or

1 penalties for claims under Labor Code sections 200, 201, 202, 203, 218.5, 226, 226.7, 500, 510,
2 512, 558, 1194, 1198, 2802, and all applicable IWC Wage Orders, Business and Professions Code
3 section 17200 et seq., and any and all claims or potential claims for lost wages and/or benefits,
4 consequential economic damages, other economic damages, punitive damages, any other damages,
5 attorneys' fees and costs and interest, through the Class Period. Participating Class Members do not
6 release any other claims, including claims for vested benefits, wrongful termination, violation of
7 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
8 workers' compensation, or claims based on facts occurring outside the Class Period.

9 17. Upon the Effective Date and the full funding of the Gross Settlement Amount by
10 Defendant, Plaintiff and all Aggrieved Employees, irrespective of whether they opted-out of the
11 class settlement, release, on behalf of themselves and their respective former and present
12 representatives, agents, attorneys, spouses, heirs, administrators, successors and assigns, the
13 Released Parties from all claims for violation of PAGA that were alleged, or reasonably could have
14 been alleged, based on the facts stated in the Action, the Operative Complaint, Plaintiff's PAGA
15 Notice, or ascertained in the course of the Action through the PAGA Period. This also includes, but
16 is not limited to, any and all PAGA claims alleged or that could have been alleged based on the
17 facts in the Plaintiff's PAGA Notice or any complaint, including but not limited to claims for civil
18 penalties under Labor Code section 2698, et seq., Labor Code sections 200, 201, 202, 203, 204,
19 226, 226.3, 226.7, 227.3, 432.5, 510, 512, 558, 1182, 1182.12, 1194, 1198, 2800, 2802, and all
20 applicable IWC Wage Orders, through the PAGA Period. The Judgment on this Settlement will
21 have res judicata effect as to the PAGA claim for the Aggrieved Employees. Moreover, the
22 Agreement shall be effective to adjudicate and release the claims and/or rights of the LWDA to
23 recover civil penalties against Defendant for Labor Code or Wage Order violations suffered by any
24 of the Aggrieved Employees which are premised upon the facts and allegations stated in the
25 Action, the Operative Complaint, Plaintiff's PAGA Notice, or ascertained in the course of the
26 Action through the PAGA Period (i.e., the Judgment on this Settlement will have res judicata effect
27 as to those claims of the LWDA, whether pursued directly by the LWDA or by a representative
28 pursuant to PAGA).

1 18. Pursuant to the terms of the Agreement, Plaintiff makes an additional general
2 release as defined in the Agreement as Plaintiff's Release. With respect to Plaintiff's Release,
3 Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section
4 1542 of the California Civil Code, which reads:

5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
6 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
7 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
8 RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE
9 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
10 DEBTOR OR RELEASED PARTY.

11 19. Nothing in this Final Approval Order shall preclude any action to enforce the
12 Parties' obligations under the Settlement or under this Final Approval Order, including the
13 requirement that Defendant makes payment in accordance with the Agreement.

14 20. If, for any reason, the Settlement ultimately does not become final (as defined by
15 the Settlement), this Final Approval Order will be vacated; the Parties will return to their respective
16 positions in the Action as those positions existed immediately before the Parties executed the
17 Agreement; and nothing stated in the Agreement or any other papers filed with this Court in
18 connection with the Settlement will be deemed an admission of any kind by any of the Parties or
19 used as evidence against, or over the objection of, any of the Parties for any purpose in the Action
20 or in any other action.

21 21. The Parties entered into the Settlement solely for the purpose of compromising and
22 settling disputed claims. Defendant in no way admits any violation of law or any liability
23 whatsoever to Plaintiff and the Class, individually or collectively, all such liability being expressly
24 denied by Defendant.

25 22. By means of this Final Approval Order, this Court hereby enters final judgment in
26 this Action.

27 23. Without affecting the finality of this Final Approval Order and Final Judgment in
28 any way, the Court retains jurisdiction of all matters relating to the interpretation, administration,

1 implementation, effectuation and enforcement of this Order and Judgment and the Settlement
2 under Code of Civil Procedure § 664.6.

3 24. The Parties are hereby ordered to comply with the terms of the Agreement. The
4 Parties, however, are hereby authorized, without needing further approval from the Court, to agree
5 to and adopt such amendments to, and modifications and expansions of, the Settlement, as are in
6 writing and signed by the Parties' counsel and are consistent with this Final Approval Order.

7 25. Judgment is hereby entered in this Action in accordance with the foregoing Final
8 Approval Order and Final Judgment and in accordance with the terms and conditions in the
9 Settlement. Upon the Effective Date set forth in the Agreement, this Action is dismissed with
10 prejudice, with each Party to bear its own costs and attorneys' fees except as provided by the
11 Settlement and this Final Approval Order and Final Judgment.

12

13

14

DATED:

4.23.2025

C. Towns

HON. CHRISTIAN TOWNS
JUDGE OF THE SUPERIOR COURT

15

16

17

18

19

20

21

22

23

24

25

26

27

28