

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
CIVIL DIVISION

OCT 23 2024

By: Stephanie Reed
Stephanie Reed, Deputy

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

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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. ~~Jessica E. Morgan~~, Dept. S-26 **Christian Towns**

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

Hearing Date: October 8, 2024
Hearing Time: 8:30 a.m.
Department: S-26

Action Filed: April 20, 2023
Trial Date: Not Set

1 The Court has before it Plaintiff Nahrain Smith’s (“Plaintiff”) Unopposed Motion for
2 Preliminary Approval of Class and Private Attorneys General Act (“PAGA”) Representative Action
3 Settlement with Defendant CHG Medical Staffing, Inc. dba RNnetwork (“Defendant”). Unless
4 otherwise specified, all capitalized terms in this Order shall have the same meaning ascribed to them
5 in the Class Action and PAGA Settlement Agreement (“Settlement” or “Agreement”).

6 The Court hereby finds and ORDERS as follows:

7 1. The Court grants preliminary approval of the Settlement. The Settlement falls
8 within the range of possible approval as fair, adequate and reasonable, and appears to be the product
9 of arm’s-length and informed negotiations and to treat all Class Members and Aggrieved Employees
10 fairly. Continued litigation would have been expensive for both sides. The Parties acknowledge that
11 litigating and trying this action may have resulted in delay of any recovery, involved significant risk
12 as to liability and certification, and an ongoing (and potentially further) appeals. Class Counsel
13 received the relevant information for the Class. Plaintiff has adequately demonstrated that the
14 Settlement did not occur until Plaintiff and Class Counsel possessed sufficient information to
15 evaluate the case and make an informed decision about settlement. The Settlement sets out the terms
16 upon which Defendant will settle all claims which have been brought against it in this matter.

17 2. The Court finds on a preliminary basis that the allocation of funds in settlement for
18 releasing the Released Parties from the Released Class Claims falls within the range of
19 reasonableness and therefore meets the requirements for preliminary approval. The Court
20 preliminarily accepts the Parties’ definition of the Class, for settlement purposes only, which is as
21 follows:

22 All of Defendant’s non-exempt employees who were assigned to work at any
23 facility inside California from January 31, 2019 through August 5, 2024, with the
24 exception of all individuals who are members of the class certified in *Carlino v.*
CHG Med. Staffing, Inc., E.D. Cal. Case No. 1:17-cv-01323-DAD-JLT.

25 3. The Court conditionally certifies and approves, for settlement purposes only, and
26 without prejudice to any Party’s rights to support or oppose class certification should the Settlement
27 not receive final approval by this Court, the Class described in this Order, the Motion for Preliminary
28 Approval, and the Agreement.

1 4. A subset of the Class that is defined as the “Aggrieved Employees” in the
2 Agreement will be entitled to receive a portion of the “PAGA Penalties” under the terms of the
3 Agreement, in settlement of their PAGA claims. The Court finds on a preliminary basis that the
4 allocation of funds in releasing the Released Parties from the Released PAGA Claims falls within the
5 range of reasonableness and therefore meets the requirements for preliminary approval. The Court
6 preliminarily accepts the Parties’ definition of the Aggrieved Employees, for settlement purposes
7 only, which is as follows:

8 All of Defendant’s non-exempt employees who were assigned to work at any
9 facility inside California from February 1, 2022 through August 5, 2024.

10 5. The Court appoints, for settlement purposes only, Plaintiff Nahrain Smith as the
11 Class Representative.

12 6. The Court appoints, for settlement purposes only, Ashkan Shakouri and Sharon Lin
13 of Shakouri Law Firm as counsel for the Class (“Class Counsel”).

14 7. The Parties shall retain the services of CPT Group for the administration of the
15 Settlement, and said entity is hereby appointed Administrator.

16 8. As described in the Agreement, Defendant shall provide the Administrator with the
17 Class Data, as specified in the Agreement, no later than 15 calendar days after the date of entry of this
18 Order. As described in the Agreement, by no later than 10 calendar days after receiving the Class
19 Data, the Administrator shall provide notice of settlement (“Class Notice”) to all Class Members by
20 first class U.S. mail to their last known address according to the information that Defendant will
21 provide to the Administrator pursuant to the Agreement. The Class Notice shall substantively be in
22 the form lodged as Exhibit A to the Agreement. The Court finds that the content and schedule of the
23 mailings discussed in this Order meet the requirements of due process, provide the best notice
24 practicable, and will constitute sufficient notice to Class Members.

25 9. Class Members may exclude themselves from the Class, relinquishing their rights to
26 their Individual Class Payments (but not their Individual PAGA Payments) by sending to the
27 Administrator by U.S. mail a written “Request for Exclusion,” as described in the Class Notice.
28 Pursuant to the terms of the Agreement, all Class Members will be bound by the Agreement and its
release unless they timely file a proper Request for Exclusion. A Class Member who opts out of the

1 Settlement will not release his or her claims pursuant to the Agreement, except for Released PAGA
2 Claims, as defined in the Agreement, whether or not he or she opts out of the Settlement.

3 10. Any Class Member who has not opted out and believes that the Settlement should
4 not be finally approved by the Court for any reason may object to the Settlement. Class Members'
5 written objections to the Administrator must be mailed not later than 45 days after the Administrator
6 mails the Class Notice to them. Class Members may also appear in person or through an attorney, if
7 they so desire, at the Final Approval Hearing to make their objection orally, regardless of whether
8 they have submitted written objections to the Settlement.

9 11. The Court sets a Hearing on Final Approval for 4/23/2025 at
10 8:30 (a.m)/p.m. in Department S-26 of the Superior Court of the State of California,
11 County of San Bernardino, located at 247 West Third Street, San Bernardino, CA 92415. Plaintiff
12 must file a Motion for Final Approval of the Settlement, including any Application for Attorneys'
13 Fees, Costs, and Expenses and Class Representative Service Payment, with this Court 16 court days
14 before said hearing. The Court reserves the right to continue the date of the Final Approval Hearing
15 without further notice to Class Members.

16 12. All further proceedings in this action will be stayed except such proceedings
17 necessary to review, approve, and implement this Settlement.

18 13. Neither this Order nor the Agreement, nor any of their terms or provisions, nor any
19 of the negotiations or proceedings connected with them, shall be construed as an admission or
20 concession by Defendant of the truth of any of the allegations in this litigation, or of any liability,
21 fault, or wrongdoing of any kind.

22 14. In the event: (i) the Court does not finally approve the Settlement in a manner
23 contemplated by the Agreement; (ii) the Court does not enter a Final Approval Order and Judgment,
24 as contemplated by the Settlement, which becomes final as a result of the occurrence of the Effective
25 Date (as that term is defined by the Settlement); or (iii) the Settlement does not become final for any
26 other reason, the Settlement and any related Class shall be null and void and any order or judgment
27 entered by this Court in furtherance of the Settlement shall be deemed as void from the beginning. In
28 such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their

1 respective statuses as of the date and time immediately prior to the execution of the Settlement, and
2 the Parties shall proceed in all respects as if no Class had been certified and the Settlement
3 Agreement had not been executed.

4 15. Neither the Settlement, preliminarily approved or not, nor any exhibit, document, or
5 instrument delivered hereunder, nor any statement, transaction or proceeding in connection with the
6 negotiation, execution or implementation of the Settlement, shall be admissible in evidence for any
7 reason, except as provided in the Settlement or to enforce the releases contained therein. The Court
8 has made no findings on the merits and Defendant has denied the allegations in the operative
9 complaint.

10 16. The Court hereby grants preliminary approval of the Settlement as of the date of this
11 Order.

12 **IT IS SO ORDERED.**

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15 Dated: 10/23/2024

16 C. Towns
17 HON. JESSICA L. MORGAN Christian Towns
18 JUDGE OF THE SUPERIOR COURT
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