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12 **UNITED STATES DISTRICT COURT**
 13 **NORTHERN DISTRICT OF CALIFORNIA**
 14

15 CHRISTOPHER O'SULLIVAN, individually
 and on behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 AMN SERVICES, INC. dba Medical Express,
 19 and DOE 1 through and including DOE 100,

20 Defendants.

21 ALICE OGUES, on behalf of herself and all
 22 others similarly situated,

23 Plaintiff,

24 v.

25 AMN SERVICES, LLC, AMN HEALTHCARE,
 26 INC., AMN HEALTHCARE SERVICES, INC.,
 and DOES 1 to 50,

27 Defendants.
 28

Case No. 3:12-cv-02125 JCS
 Consolidated with 3:12-CV-3190 JCS

**~~PROPOSED~~ ORDER GRANTING FINAL
 APPROVAL OF CLASS ACTION
 SETTLEMENT**

Hearing Information

Date: February 7, 2014
 Time: 9:30 a.m.
 Courtroom: G
 Judge: Hon. Joseph C. Spero

1 **ADDITIONAL COUNSEL FOR PLAINTIFF CHRISTOPER O’SULLIVAN**

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1 **[PROPOSED] ORDER**

2 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

3 On February 7, 2014 the Court heard the Named Plaintiffs Christopher O’Sullivan and Alice
4 Ogues’ unopposed motions for final approval of the class action settlement, and for awards of
5 attorneys’ fees, costs, and incentive payments as set forth in the Settlement Agreement, in the above-
6 captioned action. In accordance with the Preliminary Approval Order, Settlement Class members have
7 been given notice of the terms of the Class Action Settlement Agreement and Release of All Claims
8 (hereafter “Settlement Agreement” or “Agreement”) and an opportunity to object to the Agreement,
9 comment on it, participate in it, and exclude themselves from it. Having considered the Agreement, the
10 papers submitted by the Parties in support of final approval of the Settlement Agreement, and the
11 argument at the final approval hearing held on February 7, 2014, the Court **HEREBY ORDERS AND**
12 **MAKES DETERMINATIONS AS FOLLOWS:**

13 1. For the purposes of this Order, the Court adopts all defined terms as set forth in the
14 Settlement Agreement, previously filed with this Court.

15 2. This Court has jurisdiction over the subject matter of this litigation and over all Parties
16 and Settlement Class members in this litigation.

17 3. The Court finds that certification of the following class for settlement purposes only, is
18 appropriate under Rule 23 of the Federal Rules of Civil Procedure: “All persons employed by AMN
19 Services, LLC as non-exempt healthcare professionals in the State of California during the period from
20 January 30, 2008 to September 10, 2013.”

21 4. The Court finds that the Settlement Class meets the ascertainability, numerosity,
22 commonality and typicality requirements to justify certification and that resolution of this matter
23 through a class action is superior to other available methods.

24 5. The Court finds that Named Plaintiffs Christopher O’Sullivan, Alice Ogues and David
25 Bell are adequate class representatives and appoints them as such.

26 6. The Court finds that Class Counsel, Alan Harris, of Harris & Ruble, and Shaun Setareh,
27 of the Law Offices of Shaun Setareh, have adequately represented the Settlement Class, and their
28 appointment as Class Counsel is confirmed.

1 portion of payroll taxes, the enhancement awards to the Named Plaintiffs, the awards of attorneys' fees
2 and costs to Class Counsel, the reasonable expenses of the Claims Administrator and any payments
3 made to the California Labor and Workforce Development Agency. Taking into account the (1) value
4 of the Settlement Agreement, (2) the risks inherent in continued litigation, (3) the extent of discovery
5 completed and the stage of litigation when Settlement was reached, (4) the complexity, expense, and
6 likely duration of the litigation in the absence of settlement, and (5) the experience and views of
7 counsel, the Court finds that the Settlement Agreement is fair, adequate, reasonable, and deserves this
8 Court's final approval. The Court further finds that the Settlement Agreement was made in good faith,
9 negotiated at arm's length and represents the best interests of the Parties. Accordingly, the Court orders
10 the Parties to consummate the settlement in accordance with the terms of the Settlement Agreement.

11 12. Neither this Final Approval Order, nor the Settlement Agreement shall constitute an
12 admission by Defendants of any liability or wrongdoing whatsoever, nor is this Final Approval Order a
13 finding of the validity or invalidity of any claims in the action or a finding or wrongdoing by
14 Defendants. Nor is any act performed or document executed pursuant to, or in furtherance of, the
15 Agreement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the
16 validity of any Class Released Claims, or of any wrongdoing or liability of Defendants and other
17 released persons, or any of them; or (b) is or may be deemed to be or may be used as an admission of,
18 or evidence of, any fault or omission of Defendants and other released persons, or any of them, in any
19 civil, criminal or administrative proceeding in any court, administrative agency or other tribunal, except
20 for purposes of settling the Actions pursuant to the terms of the Settlement Agreement or enforcing the
21 release of the Class Released Claims.

22 **DISMISSAL AND RELEASE**

23 13. In accordance with the terms of the Settlement Agreement, this Action shall be dismissed
24 on the merits and with prejudice, with each party bearing its own costs, except as provided in the
25 Settlement Agreement.

26 14. By this Final Approval Order, in exchange for the consideration provided, Plaintiffs and
27 each member of the Settlement Class who does not submit a valid Request for Exclusion release AMN
28 and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, officers,

1 directors, attorneys, and healthcare facility clients including but not limited to Kaiser Permanente, Inc.,
2 thereof for all “Class Released Claims,” defined as: any and all claims, debts, liabilities, demands,
3 obligations, guarantees, costs, expenses, attorney’s fees, damages, or causes of action, contingent or
4 accrued, which relate to wage and hour and California Labor Code or Federal wage and hour claims
5 arising from the factual allegations specified in the October 5, 2012, Amended Consolidated Class
6 Action Complaint for the O’Sullivan/Ogues Action (“Amended Consolidated Complaint”) and the Bell
7 Action, including but not limited to waiting time penalties, meal periods, rest breaks, timely payment of
8 wages, minimum and overtime wages or rates, wage statements, reimbursements, unlawful deductions
9 from wages, and derivative or related claims, including but not limited to Private Attorney General Act
10 claims, claims for restitution and other equitable relief, liquidated damages, punitive damages, or
11 penalties of any nature whatsoever, and any other claims or legal theories asserted, or which could have
12 been asserted, in the Amended Consolidated Complaint under the California Labor Code § 2699 or
13 Business & Professions Code (including Section 17200), the California Wage Orders or California
14 Labor Code or the Fair Labor Standards Act. The Class Released Claims do not include claims for
15 workers’ compensation benefits or any of the claims that may not be released by law or that are not
16 based on the facts as alleged in the Amended Consolidated Complaint.

17 15. The only Settlement Class members entitled to payment pursuant to this Final Approval
18 Order are Settlement Class members who submitted valid Claim Forms.

19 16. Without affecting the finality of the Final Approval Order, the Court reserves continuing
20 and exclusive jurisdiction over the Parties and Settlement Class members to administer, supervise,
21 construe, and enforce the Agreement and this Final Approval Order in accordance with its terms for the
22 mutual benefit of the Parties. Under Federal Rules of Civil Procedure, the Court, in the interests of
23 justice, expressly directs the Clerk of the Court to enter this Final Approval Order.

24 **ALLOCATION OF THE SETTLEMENT**

25 17. Because no objections have been lodged to the Settlement Agreement, the Final
26 Effective Date of the Settlement Agreement shall be the date of the Final Approval Order.

27 18. Defendant shall fund the Gross Fund Value within twenty (20) calendar days of the Final
28 Effective Date.

1 19. The Court finds that Class Counsel, Alan Harris, of Harris & Ruble, and Shaun Setareh,
2 of the Law Offices of Shaun Setareh, and Counsel for Class Representative David Bell, Joseph Cho, of
3 Aequitas Law Group, having conferred a benefit on Named Plaintiffs and the Settlement Class
4 members and having expended efforts to secure compensation to the Settlement Class, are entitled to a
5 fee, and accordingly, within thirty (30) calendar days after the Final Effective Date, Class Counsel shall
6 be paid a fee award of twenty-five percent (25%) of the Gross Fund Value, or \$750,000, of the
7 Maximum Settlement Amount, plus the Class Counsel's actual out-of-pocket expenses in prosecuting
8 the Actions of \$14,007.44. The Aequitas Law Group shall be reimbursed its actual out-of-pocket
9 expenses in the amount of \$3,490.25. The attorneys' fees shall be allocated as follows: 93% to
10 Counsel for Class Representative O'Sullivan and Ogues and 7% to Counsel for Class Representative
11 Bell.

12 20. Within thirty (30) calendar days after the Final Effective Date, Named Plaintiffs
13 Christopher O'Sullivan and Alice Ogues shall be paid Enhancement Awards of \$5,000 each from the
14 Gross Fund Value, and David Bell shall be paid an Enhancement Award of \$2,000, in exchange for
15 general releases in accordance with the Settlement Agreement.

16 21. The Court further approves that Gilardi & Co., LLC will administer the settlement
17 pursuant to the Agreement. Gilardi & Co., LLC shall be paid Claims Administration costs of
18 \$60,000.00 from the Gross Fund Value for its services rendered in administering the
19 settlement, in accordance with the Agreement, within thirty (30) calendar days of the Final Effective
20 Date.

21 22. Within thirty (30) calendar days after the Final Effective Date, Settlement Class
22 Members who submitted valid Claim Forms shall receive Settlement Shares from the Net Fund Value,
23 in accordance with the Settlement Agreement.

24 23. Settlement Class members who submitted valid Claim Forms shall have 120 days from
25 when their checks for Settlement Shares are issued to cash their checks. Not fewer than 120 days, nor
26 more than 130 days, after the issuance of checks for Settlement Shares to Settlement Class members
27 who submitted valid Claim Forms, the funds from any checks that remain uncashed for more than 120
28 days shall be paid to the California Labor and Workforce Development Agency.

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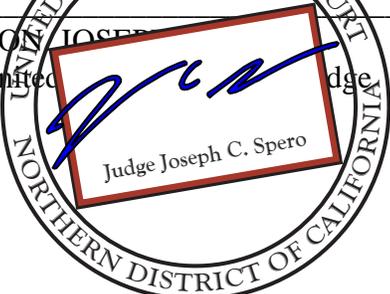
24. The Court further finds that four (4) Settlement Class members have requested exclusion from the Settlement. Attached hereto as Exhibit A is a true and correct copy of those Settlement Class members who have requested exclusion from the Settlement to date, and therefore, are not members of the Settlement Class, not bound by this Final Approval Order, and not entitled to any Settlement Shares under the Agreement.

25. Except as stated in this Final Approval Order, all other terms of the Settlement Agreement will remain as stated in the Settlement Agreement and all accompanying documents and the orders of this Court.

26. The Court will retain jurisdiction for purposes of enforcing this Agreement, addressing settlement administration matters, and addressing such matters as may be appropriate under court rules or applicable law.

IT IS SO ORDERED.

Dated: 2/7, 2014

BY _____
HONORABLE JUDGE
United States District Court

Judge Joseph C. Spero
NORTHERN DISTRICT OF CALIFORNIA