

1 **BLUMENTHAL NORDREHAUG BHOWMIK**  
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)  
4 Kyle R. Nordrehaug (State Bar #205975)  
5 Aparajit Bhowmik (State Bar #248066)  
6 2255 Calle Clara  
7 La Jolla, CA 92037  
8 Telephone: (858)551-1223  
9 Facsimile: (858) 551-1232

10 Attorneys for Plaintiff

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE

**JAN 30 2026**

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_, DEPUTY

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF ORANGE

13 AMY GORDON, an individual, on behalf of  
14 herself and on behalf of all persons similarly  
situated,

15 Plaintiff,

16 vs.

17 SUMMIT MEDICAL STAFFING LLC, a  
18 Limited Liability Company; and DOES 1  
through 50, inclusive,

19 Defendants.

CASE NO.: 30-2025-01468470-CU-OE-CXC

~~PROPOSED~~ ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT

Hearing Date: January 30, 2026  
Hearing Time: 9:00 a.m.

Judge: Hon. William Claster  
Dept.: CX101

Complaint Filed: April 17, 2023  
FAC Filed: January 16, 2024

20  
21  
22  
23  
24  
25  
26  
27  
28  
PRELIMINARY APPROVAL ORDER

NDC

1 This matter, having come before the Honorable William Claster of the Superior Court of  
2 the State of California, in and for the County Orange, on ~~December 12, 2025~~ <sup>January 30, 2026</sup>, for the motion by  
3 Plaintiff Amy Gordon (“Plaintiff”) for preliminary approval of the class settlement with Defendant  
4 Summit Medical Staffing LLC (“Defendant”). The Court, having considered the briefs, argument  
5 of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS  
6 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

7 **IT IS HEREBY ORDERED:**

8 1. The Court grants preliminary approval of the Settlement based upon the terms set  
9 forth in the First Amended Class Action and PAGA Settlement Agreement (“Agreement”)  
10 attached to the Supplemental Declaration of Kyle Nordrehaug as Exhibit #1 [ROA # 84]. This is  
11 based on the Court’s determination that the Settlement set forth in the Agreement is within the  
12 range of possible final approval, pursuant to the provisions of Section 382 of the California Code  
13 of Civil Procedure and California Rules of Court, rule 3.769. This Order incorporates by reference  
14 the definitions in the Agreement, and all terms defined therein shall have the same meaning in this  
15 Order as set forth in the Agreement. Capitalized terms herein shall have the definitions set forth in  
16 the Agreement.

17 2. The Gross Settlement Amount is Three Hundred Twenty-Five Thousand Dollars  
18 (\$325,000.00). It appears to the Court on a preliminary basis that the Settlement is fair, adequate  
19 and reasonable to the Class. It further appears that investigation and research have been conducted  
20 such that counsel for the Parties are able to reasonably evaluate their respective positions. It  
21 further appears to the Court that settlement at this time will avoid substantial additional costs by  
22 all Parties, as well as avoid the delay and risks that would be presented by the further prosecution  
23 of the Action. It further appears that the Settlement has been reached as the result of serious and  
24 non-collusive, arms-length negotiations after mediation with a respectable mediator, Tagore  
25 Subramaniam. The Court therefore preliminarily finds that the Settlement is fair, adequate, and  
26 reasonable when balanced against the probable outcome of further litigation and the significant  
27 risks relating to certification, liability, and damages issues. The Settlement falls within the range  
28

1 of reasonableness and appears to be presumptively valid, subject only to any objections that may  
2 be raised at the Final Approval Hearing and final approval by this Court.

3 3. The Court provisionally appoints Plaintiff as the representative of the Class. The  
4 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel  
5 for the Class.

6 4. A Final Approval Hearing on the question of whether the Settlement should be  
7 finally approved as fair, reasonable and adequate as to all Class Members who do not submit a  
8 valid and timely request to exclude themselves from the Settlement is scheduled for July 24, 2026  
9 at 9:00 a.m. in Department CX101 of the Orange County Superior Court. Other matters for  
10 determination at the Final Approval Hearing shall include whether the Final Approval Order and  
11 Judgment should be entered herein; and whether the plan of allocation contained in the Agreement  
12 should be approved as fair, adequate and reasonable to the Class Members. The motion for final  
13 approval and for attorneys' fees, costs and service awards shall be heard at the Final Approval  
14 Hearing and the papers are to be filed with the Court and served on all counsel no later than  
15 sixteen (16) court days before the hearing.

16 5. Plaintiff shall serve this Order on the LWDA and shall comply with all statutory  
17 requirements for settling PAGA actions under the California Labor Code.

18 6. For settlement purposes only, the Court conditionally certifies the Class, which  
19 consists of the Class defined as: "all individuals who were employed by Defendant Summit  
20 Medical Staffing, LLC who were classified as non-exempt in the State of California at any time  
21 during the Class Period" and the Aggrieved Employees defined as: "all individuals who are or  
22 previously were employed by Summit Medical Staffing, LLC who were classified as non-exempt  
23 in the State of California at any time during the PAGA Period". The "Class Period" is April 17,  
24 2019 through December 30, 2024, and the "PAGA Period" is February 13, 2022 through  
25 December 30, 2024.

26 7. The Court hereby appoints Apex Class Action as Administrator. No later than  
27 fifteen (15) calendar days after preliminary approval of the Settlement by the Court, Defendant  
28

1 shall provide to the Administrator an electronic spreadsheet with the Class Data. The  
2 Administrator will perform address updates and verifications as necessary prior to the mailing of  
3 the Class Notice. Using best efforts to mail it as soon as possible, and in no event later than  
4 fourteen (14) days after receiving the Class Data information spreadsheet, the Administrator will  
5 mail the Class Notice to all Class Members via first-class U.S. Mail.

6       8.       The Court hereby approves, as to form and content, the Court Approved Notice of  
7 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached as  
8 Exhibit A to the Agreement. The font size in the actual notice may not be smaller than the font  
9 size in the proposed notice provided to the Court as Exhibit A to the Agreement. The Court finds  
10 that the Class Notice appears to fully and accurately inform the Class of all material elements of  
11 the proposed Settlement, Class Members’ right to be excluded from the Class by submitting a  
12 written opt-out request, and each member’s right and opportunity to object to the Settlement. The  
13 Court further finds that the distribution of the Class Notice substantially in the manner and form  
14 set forth in the Agreement and this Order meets the requirements of due process, is the best notice  
15 practicable under the circumstances, and shall constitute due and sufficient notice to all persons  
16 entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to  
17 the terms and implementation schedule set forth in the Agreement.

18       9.       The Court approves, as to the form and content, the Dispute Form and the Request  
19 for Exclusion Form that the Class Members may use to dispute their employment dates or opt out  
20 of the Settlement, respectively, attached as exhibits to the Agreement.

21       10.       The Court hereby approves the proposed procedure for exclusion from the  
22 Settlement. Any Class Member may individually choose to opt out of and be excluded from the  
23 Class as provided in the Class Notice by following the instructions for requesting exclusion from  
24 the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked by  
25 no later than sixty (60) calendar days after the date of the mailing of the Class Notice and received  
26 by the Administrator. If a Class Notice is re-mailed, the response date for opt-outs will be  
27 extended an additional 14 days. Any such person who chooses to opt out of and be excluded from  
28

1 the Class will not be entitled to any recovery under the Settlement and will not be bound by the  
2 Settlement or have any right to object, appeal or comment thereon (except that no Aggrieved  
3 Employee may opt out of the PAGA portion of the settlement and any Aggrieved Employee who  
4 requests exclusion from the Class will still recover their Individual PAGA Payment and will be  
5 bound by the release of the Released PAGA Claims). Class Members who have not timely  
6 requested exclusion shall be bound by all determinations of the Court, the Agreement and the  
7 Judgment. A request for exclusion may only opt out that particular individual, and any attempt to  
8 affect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed  
9 invalid.

10       11. Any Class Member who has not opted out may object or express the Member's  
11 views regarding the Settlement, may appear at the final approval hearing, and may present  
12 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard  
13 and determined by the Court as provided in the Notice. Class Members will have sixty (60) days  
14 from the date of the mailing of the Class Notices to submit their written objections to the  
15 Administrator in accordance with the instructions in the Class Notice. If a Class Notice is re-  
16 mailed, the response date for written objections will be extended an additional 14 days.  
17 Alternatively, Class Members may appear at the Final Approval Hearing to make an oral  
18 objection.

19       12. Neither the Agreement, nor any exhibit, document, or instrument delivered  
20 thereunder shall be construed as a concession or admission by Defendant in any way that the  
21 claims asserted have any merit or that this Action was properly brought as a class or representative  
22 action, and shall not be used as evidence of, or used against Defendant as, an admission or  
23 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or  
24 omission by Defendant or with respect to the truth of any allegation asserted by any person.  
25 Whether or not the Settlement is finally approved, neither the Settlement, Agreement, nor any  
26 exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or  
27 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received  
28

1 as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited  
2 to, evidence of a presumption, concession, indication or admission by Defendant of any liability,  
3 fault, wrongdoing, omission, concession or damage.

4 13. The Court reserves the right to adjourn or continue the date of the final approval  
5 hearing and all dates provided for in the Agreement without further notice to Class Members and  
6 retains jurisdiction to consider all further applications arising out of or connected with the  
7 proposed Settlement.

8 14. The Action is stayed, and all trial and related pre-trial dates are vacated, subject to  
9 further orders of the Court at the Final Approval Hearing.

10 **IT IS SO ORDERED.**

11  
12 Dated: 1 / 30 / 26

13 

14 HON. WILLIAM CLASTER  
15 JUDGE, SUPERIOR COURT OF CALIFORNIA