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Attorneys for Plaintiff and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

CHRISTINA TORREZ, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

HEALTHCARE STAFFING
PROFESSIONALS, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: STK-CV-UOE-2022-2077

**DECLARATION OF KRISTEN M. AGNEW IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: March 21, 22, 23, 24 or 28, 2023
Time: 9:00 a.m.
Dept: 10C

DECLARATION OF KRISTEN M. AGNEW

I, Kristen M. Agnew, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiff Christina Torrez (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

PROCEDURAL HISTORY

2. From the inception of the case, Plaintiff's counsel has zealously represented the interests of the Aggrieved Employees.

3. On January 12, 2022, Plaintiff filed a notice with the Labor Workforce & Development Agency (“LWDA”) alleging claims against Defendant Healthcare Staffing Professionals, Inc. (“Defendant”) for violation of Labor Code section 204 (the “PAGA Notice”). Pursuant to Labor Code section 204(d), all earned wages must be paid by the seventh day following the close of the pay period. As set forth in the PAGA Notice, Plaintiff contends that Defendant had a consistent policy of paying wages to employees more than ten days following the close of the pay period.

4. On March 18, 2022, Plaintiff initiated the instant representative PAGA Action against Defendant in the Superior Court of California, County of San Joaquin (the “Action”). Plaintiff asserts a single cause of action for violation of the PAGA, predicated on Defendant’s alleged violation of Labor Code section 204. As alleged in the complaint, Plaintiff seeks to recover PAGA penalties on behalf of all current and former employees who worked for Defendant in the State of California.

5. On or about June 20, 2022, Defendant filed an Answer. Defendant denies all allegations in the Action and all claims of any wrongdoing whatsoever.

DISCOVERY AND INVESTIGATION

6. In light of the narrow claims at issue, Plaintiff and Defendant (collectively, the “Parties”) agreed to redirect their resources to exploring the possibility of an early settlement through direct settlement negotiations. As part of these negotiations, Defendant provided Plaintiff

1 with the number of pay periods in which employees received the payment of wages during the
2 period of December 29, 2020 to April 29, 2022. The Parties also extensively discussed
3 Defendant's defenses to the Action, including its contention that Defendant was not properly
4 served with a copy of the PAGA Notice. Although my office sent the PAGA notice by certified
5 mail to Defendant's address listed on the Secretary of State's website, defense counsel
6 represented that its client did not receive the notice. Defense counsel further argued that, had
7 Defendant received the PAGA Notice in January 2022, it would have remedied the alleged
8 Section 204 violation sooner. Counsel represented that Defendant intended to bring a dispositive
9 motion on this issue.

10 7. After engaging in arm's length negotiations over the course of several months, the
11 Parties agreed to participate in a private global mediation with Warren T. Jackson, a respected
12 and experienced mediator knowledgeable of both the wage and hour laws and representative
13 claims at issue in this Action.

14 8. Prior to the mediation, Defendant confirmed that there were 1,074 employees who
15 received approximately 18,467 wage statements from the start of the PAGA liability period on
16 January 12, 2021, through April 29, 2022. Defendant further represented that, as of April 30,
17 2022, Defendant implemented new payroll policies and procedures that required wages to be
18 paid in compliance with Labor Code section 204. Using the data provided by Defendant, I
19 performed a comprehensive damages analysis.

20 9. On or about December 12, 2022, the Parties engaged in an all-day mediation
21 session before Mr. Jackson. During the mediation, counsel zealously advocated on behalf of their
22 respective clients. The Parties spoke at length about the strengths and weaknesses of each sides'
23 claims and defenses and the scope of Defendant's liability. The Parties gained valuable insight
24 and exchanged significant information about their respective positions. After a full day of
25 negotiation, the Parties were able to reach an agreement for settlement and the key terms. The
26 Parties thereafter worked to memorialize the terms of the settlement in a long-form settlement
27 agreement.

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15. Finally, the Settlement Agreement provides for the payment of the fees and expenses reasonably incurred by the Settlement Administrator. (Settlement Agreement § C-10.) The Parties have agreed to utilize Phoenix Settlement Administrators to administer the

1 settlement, with the administration costs estimated to be \$7,000.00. (*Id.* at §§ B-17, C-10.) The
2 Parties believe that the administration fee is reasonable and should be approved.

3 **PAYMENTS TO AGGRIEVED EMPLOYEES AND THE LWDA**

4 16. Assuming that the Court approves the Enhancement Payment to Plaintiff
5 (\$7,500), attorney's fees (\$66,150.00), actual litigation costs (\$7,597.66) and the Settlement
6 Administrator's costs (\$7,000), I estimate that the PAGA Penalties fund will total \$100,752.34.
7 Seventy-Five percent of the PAGA Penalties Fund, or approximately \$75,564.24, will be paid to
8 the LWDA for PAGA penalties. (Settlement Agreement § C-4) The remaining twenty-five
9 percent, or approximately \$25,188.10, will be distributed to Aggrieved Employees. (*Id.*)

10 17. The Individual Settlement Payment to each Aggrieved Employee will be based on
11 the total number of pay periods in which the employee received the payment of wages during the
12 PAGA Period. (Settlement Agreement § C-5.) This is fair, as it directly allocates greater
13 penalties to individual Aggrieved Employees who have allegedly suffered greater harm.

14 18. Based on the number of Aggrieved Employees, employees will be entitled to
15 recover, on average, up to approximately \$23.45 each. The amount any particular Aggrieved
16 Employee will be entitled to recover will be greater or lower than this average depending on the
17 number of number of pay periods in which the employee received the payment of wages, with
18 some entitled to receive more, and others less.

19 **POTENTIAL CIVIL PENALTIES**

20 19. The maximum potential PAGA penalties are \$1,846,700. There are 18,467 pay
21 periods during the relevant time period. I applied the \$100 penalty per violation, given that there
22 had been no prior finding that Defendant's practices had caused a violation of the Labor Code.

23 20. However, in order to recover any PAGA penalties, Plaintiff would be required at
24 trial to prove the underlying Labor Code section 204 violation. Here, Defendant maintains that it
25 is not at fault for any untimely payment of wages. Defendant is a staffing agency and depends on
26 its end clients to provide the hours worked for employees staffed at their facilities. Defendant
27 maintains that its client did not provide the hours worked of Aggrieved Employees within a
28 timeframe that would permit Defendant to pay wages within seven days of the close of the pay

1 period. Defendant further represented that its client contracts did permit Defendant to pay
2 employees based on the estimated number of hours worked because the client would only pay for
3 hours it verified and approved.

4 21. Defendant may have sought summary judgment on this issue or proceeded to trial.
5 Should Defendant have prevailed, the State of California and Aggrieved Employees would have
6 been left with zero recovery.

7 22. Assuming that Plaintiff prevailed on liability, under the facts of this case, I
8 appreciate the substantial risk that the Court could exercise its discretion under PAGA to reduce
9 the maximum allowable PAGA penalties or decide not to award PAGA penalties at all.
10 Defendant, for example, has argued that even if the Court ultimately found that its payroll
11 practices violate Labor Code section 204, the alleged violation is a technical one and did not
12 result in the underpayment of wages.

13 23. I am also aware that Courts routinely award far less than the statutory maximum
14 amount of civil penalties, even where an underlying violation of the Labor Code is found. For
15 example, as shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, while the
16 plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum PAGA
17 penalty amount by 90%, citing the employer's good faith attempt at complying with the law. 30
18 Cal. App. 5th 504, 517 (2018). Similarly, in the matter of *Magadia v. Wal-Mart Assocs. et al.*,
19 2019 U.S. Dist. Lexis 91792, while the trial court imposed substantial PAGA penalties upon the
20 defendant, such amount still represented reductions of 67% and 80% of the potential PAGA
21 penalties at issue. *Id.* at *87-*100. Moreover, this was only after the plaintiff in *Magadia* had
22 prevailed after trial.

23 24. I strongly believe that Plaintiff can prevail at trial. However, after taking into
24 account sharply disputed factual and legal issues involved in this litigation, the risks attending
25 further prosecution, and the substantial benefits to be received pursuant to the compromise and
26 settlement of the litigation, I have concluded that settlement on the terms set forth in the
27 Settlement Agreement is appropriate and in the best interests of Plaintiff and the Aggrieved
28 Employees.

1
2 **ATTORNEY EXPERIENCE**

3 25. My firm has a great deal of experience in wage and hour class action litigation
4 and has been approved as class counsel in a number of class actions.

5 26. My qualifications are as follows: I was the 2003 recipient of the Spelman
6 Presidential Scholarship to Emory University School of Law. During law school, I was a summer
7 associate at the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the Atlanta
8 office of the Equal Employment Opportunity Commission. I received my J.D. from Emory
9 University in 2006 and was admitted to the California Bar in December 2006. Following law
10 school, I was an associate at Sonnenschein from September 2006 to May 2009.

11 27. Since 2009, my primary area of practice has been employment litigation. I have
12 practiced law at two preeminent employment defense firms. From May 2009 to June 2011, I was
13 an associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate, and then
14 senior associate, in the labor and employment practice group of Seyfarth Shaw, LLP from June
15 2011 to May 2016. At both Ogletree and Seyfarth, I represented a wide array of fortune 500
16 companies in employment litigation in both state and federal courts, as well as before
17 government agencies, including the California Department of Labor. My practice included the
18 defense of single plaintiff and multi-plaintiff lawsuits involving claims under the California Fair
19 Employment and Housing Act, the California Labor Code and the Fair Labor Standards Act. I
20 also handled a number of wage and hour class actions.

21 28. In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time
22 handling employment cases. I primarily represent employees.

23 29. I served as the lead associate on a number of wage and hour class actions,
24 including *Martha Cardenas v. Gold's Gym*, Los Angeles County Superior Court Case No.
25 BC445112; *Nathaniel Werner v. Crown Equipment Corporation*, Los Angeles County Superior
26 Court Case No. BC439428; *Christopher Williams v. Allstate Insurance Co.*, Los Angeles County
27 Superior Court Case No. BC382577; *Hwang v. Caltech*, Los Angeles County Superior Court
28 Case No. BC464894; *Melissa Roberts v. Zale Delaware, Inc.*, Los Angeles Superior Court Case

No. BC523610; *Michael Oliver v. Konica Minolta Business Solutions U.S.A., Inc.*, Santa Clara County Superior Court Case No. 114-CV-263183; *Tessa Hodge v. Zale Delaware, Inc.*, d/b/a *Piercing Pagoda*, San Bernardino Superior Court Case No CIVVS1301632; *Warren v. Paychex, Inc.*, N.D. Cal. Case No. 3:10-cv-02006; *Tapia v. Zale Delaware Inc.* et al, S.D. Cal. Case No. 3:13-cv-01565; and *Benjamin Burgess et al v. Tesoro Refining and Marketing Company et al*, C.D. Cal. Case No. 2:10-cv-05870.

30. I have been approved as class counsel in a number of class actions by the Superior Courts of California and United States District Courts, including: *Antonio Becerra-Mata v. PSC Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030; *Andrew Vasquez v. Earthbound Farm, LLC*, San Benito County Superior Court Case No. CU-17-00171; *Fransisco Pulido v. Westrock Services, Inc.*, San Benito County Superior Court Case No. CU-18-00074; *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior Court Case No. BC608609; *John Obiols v. Lockheed Martin Corporation*, Santa Clara County Superior Court Case No. 17CV314178; and *Eric Chavez v. Converse, Inc.*, N.D. Cal. Case No. 15-cv-03746-NC.

31. I also second chaired two jury trials where I represented the prevailing defendant. Both cases involved employees who brought claims against their former employers pursuant to the Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace LLC et al*, Los Angeles County Superior Court Case No. BC401543; and *Richard Gulden v. Pratt & Whitney Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No. BC468909.

LITIGATION COSTS

32. At the time the Parties negotiated the Settlement Agreement, I did not have a final tally of the litigation costs incurred to date. As such, the Parties included a maximum amount that could be attributed to costs under the settlement.

33. To date, Diversity Law Group has incurred costs in the amount of \$7,597.66 for litigation related expenses, including filing fees, postage, copying and court reporter fees. Attached hereto as Exhibit B is a true and correct copy of the cost report.

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



Kristen M. Agnew

EXHIBIT A

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 Kristen M. Agnew (State Bar No. 247656)
 Nicholas Rosenthal (State Bar No. 268297)
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Attorneys for Plaintiff and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SAN JOAQUIN**

CHRISTINA TORREZ, as an individual and on
 behalf of all others similarly situated,
 Plaintiff,

vs.

HEALTHCARE STAFFING
 PROFESSIONALS, INC., a California
 corporation; and DOES 1 through 50, inclusive,
 Defendants.

Case No.: STK-CV-UOE-2022-2077

[Assigned for all purposes to the Hon. Jayne
 Lee, Dept. 10C]

**JOINT STIPULATION OF SETTLEMENT
 AND RELEASE UNDER THE PRIVATE
 ATTORNEYS GENERAL ACT,
 CALIFORNIA LABOR CODE § 2698, *ET
 SEQ.***

Complaint Filed: March 18, 2022

1 This Joint Stipulation of Settlement and Release (“Agreement” or “Settlement”) under
2 the Private Attorneys General Act, California Labor Code section 2698 *et seq.* (“PAGA”), is
3 made by and between Christina Torrez (“Torrez” or “Plaintiff”), individually and as
4 representative on behalf of Aggrieved Employees as further defined herein and the State of
5 California, and Healthcare Staffing Professionals, Inc. (the “Company” or “Defendant”).
6 Torrez and Defendant are collectively referred to herein as the “Parties” and may be
7 individually referred to as a “Party.”

8 **A. FACTUAL BACKGROUND**

9 1. This Settlement is made and entered into by and between Plaintiff and Defendant,
10 and is subject to the terms and conditions hereof, and to the Court’s approval. The Parties
11 expressly acknowledge that this Agreement is entered into solely for the purpose of
12 compromising significantly disputed claims and that nothing herein is an admission of liability
13 or wrongdoing by Defendant. Defendant denies that the Company is liable to Plaintiff or the
14 Aggrieved Employees and denies that the Company has violated any law.

15 2. On January 12, 2022, Plaintiff filed a notice with the Labor & Workforce
16 Development Agency (“LWDA”) alleging that Defendant violated Labor Code section 204
17 pursuant to Labor Code section 2699.

18 3. On March 18, 2022, Plaintiff initiated the Action in the Superior Court of
19 California, County of San Joaquin. The complaint alleges a single cause of action for violation
20 of Labor Code § 2698, *et seq.*

21 4. As alleged in the Complaint, Plaintiff contends that Defendant failed in its
22 affirmative obligation to make timely payments of wages to Aggrieved Employees according to
23 the terms of Labor Code section 204. Specifically, Plaintiff alleges that Defendant, as a matter
24 of policy and practice, paid the wages of Aggrieved Employees beyond the time periods as
25 allowed pursuant to Labor Code section 204.

26 5. On June 20, 2022, Defendant filed an Answer denying all allegations in the Action
27 and all claims of any wrongdoing whatsoever by any of the Company’s parents, subsidiaries,
28 affiliates, divisions, agents, servants or employees for any claims. Among other defenses,

1 Defendant asserted that PAGA penalties would be unjust, arbitrary, oppressive, and
2 confiscatory.

3 6. Shortly after the filing of the Complaint, the Parties agreed to explore the
4 possibility of settlement and engage in settlement negotiations with the assistance of mediator
5 (T. Warren Jackson), from Signature Resolution. In connection therewith, Defendant produced
6 data relating to the number of Aggrieved Employees and wage statements issued to each
7 Aggrieved Employee, which allowed Plaintiff's counsel to conduct a full damage analysis. After
8 extended negotiations conducted at arm's length, Plaintiff and Defendant reached the present
9 settlement. The Parties recognize the risk, expense, and delay in continuing the Action, and
10 therefore believe the Settlement to be fair, reasonable, and adequate.

11 **B. DEFINITIONS**

12 1. "Action" means *Christina Torrez v. Healthcare Staffing Professionals, Inc.*, filed
13 on March 18, 2022, in the Superior Court of California, County of San Joaquin, Case No. STK-
14 CV-UOE-2022-2077.

15 2. "Aggrieved Employees" means all current and former California employees of
16 Defendant in the State of California who were paid wages at any time from January 12, 2021 to
17 April 29, 2022. Defendant has determined that there are 1,074 Aggrieved Employees who
18 received approximately 18,467 pay periods in which Aggrieved Employees received the
19 payment of wages.

20 3. "Plaintiff's Counsel" means Diversity Law Group, P.C., and Polaris Law Group.

21 4. "Complaint" means the Representative Action Complaint filed by Plaintiff in this
22 Action.

23 5. "Defendant" or the "Company" means Healthcare Staffing Professionals, Inc.

24 6. "Effective Date" shall mean 65 days after the date of entry of both: (i) the Court's
25 order approving the PAGA Settlement and (ii) the Judgment. However, if an individual moves
26 to intervene and/or object to the settlement and the objection is sustained by the Court, and/or
27 an appeal or other effort to obtain reconsideration or review has been initiated, the "Effective
28 Date" shall instead mean five court days after the date that such objection and/or appeal is

1 withdrawn, or such appeal or other reconsideration or review has been finally concluded in favor
2 of the PAGA Settlement Order and Judgment and the PAGA Settlement Order and Judgment
3 are no longer subject to review by any means.

4 7. "Enhancement Payment" means the amount that the Court authorizes to be paid to
5 Plaintiff, in addition to her Individual Settlement Payment, in recognition of her efforts and risks
6 in assisting with the prosecution of the Action. Subject to the Court granting approval of the
7 Settlement, the Parties agree that Plaintiff shall be paid up to Seven Thousand Five Hundred
8 Dollars (\$7,500.00) from the Maximum Settlement Amount. It is understood by Plaintiff that
9 the Court has final discretion in any Enhancement Payment.

10 8. "Individual Settlement Payment" means the amount payable from the Net PAGA
11 Payment to each Aggrieved Employee.

12 9. "Maximum Settlement Amount" means the maximum settlement amount of One
13 Hundred Eighty-Nine Thousand Dollars (\$189,000.00) to be paid by Defendant as a result of
14 this Agreement. The Maximum Settlement Amount includes all Individual Settlement Payments
15 to Aggrieved Employees, payment to the LWDA, the Enhancement Payment to Plaintiff,
16 Settlement Administration Costs and Attorneys Fees and Costs. No other sums shall be due or
17 owed by Defendant or by the other Released Parties in connection with the Action and this
18 Settlement.

19 10. "PAGA Penalties Fund" means the balance of the Maximum Settlement Amount
20 remaining after deduction of all other amounts in the settlement of the Action, including the
21 approved Enhancement Payment to Plaintiff, Attorneys' Fees and Costs and Settlement
22 Administration Cost.

23 11. "PAGA Period" means the period of January 12, 2021 through April 29, 2022.

24 12. "Parties" means Plaintiff and Defendant as defined herein, together.

25 13. "Plaintiff" means Christina Torrez.

26 14. "Released Parties" means Defendant and all of its (current and former) officers,
27 directors, shareholders, employees, independent contractors, customers, service recipients,
28 service providers, Management Solution, LLC, and the State of California, Department of

1 Corrections and Rehabilitation, as well as all other actual or potential joint employers of
2 Defendant.

3 15. "Released Claims" means all claims for all civil PAGA penalties predicated on
4 Labor Code section 204, including but not limited to costs and attorneys' fees related thereto,
5 that were alleged or which could have been alleged based on the facts and allegations made in
6 the notice Plaintiff filed with the LWDA and the operative Complaint filed in the Action and
7 accrued during the PAGA Period.

8 16. "Settlement Administration Costs" means the fees and expenses reasonably
9 incurred by the Settlement Administrator as a result of the procedures and processes expressly
10 required by this Agreement, which are estimated at Seven Thousand Dollars (\$7,000.00). Any
11 portion of the Settlement Administration Costs not used or approved by the Court shall be added
12 to the PAGA Penalties Fund.

13 17. "Settlement Administrator" means Phoenix Settlement Administrators.

14 **C. PAYMENT OF CONSIDERATION**

15 1. Settlement Consideration. Defendant shall pay the Maximum Settlement Amount
16 as specified in this Agreement, which shall be used to pay: (1) each Individual Settlement
17 Payment; (2) Attorneys' Fees and Costs; (3) Enhancement Payment; (4) Settlement
18 Administration Costs; and (5) payment to the LWDA. The Parties agree that this is a non-
19 reversionary Settlement and that no portion of the Maximum Settlement Amount shall revert to
20 Defendant.

21 2. Escalator Clause. The Maximum Settlement Amount was calculated with, and is
22 premised on, Defendant's representation that Aggrieved Employees received the payment of
23 wages in 18,467 pay periods during the PAGA Period. Should the number of pay periods exceed
24 this amount by more than ten percent (10%) (i.e., 20,314 or more pay periods), the Maximum
25 Settlement Amount shall be increased proportionally to the amount of the total increase. For
26 instance, a twelve percent (12%) increase in the number of pay periods will result in a two
27 percent (2%) increase in the Maximum Settlement Amount.

28 3. Funding of the Maximum Settlement Amount. Within thirty (30) calendar days

1 after the Effective Date, Defendant shall deposit the Maximum Settlement Amount with the
2 Settlement Administrator who shall place that sum into a Qualified Settlement Fund ("QSF").
3 The QSF shall be an interest-bearing account at a federally-insured bank that is established by
4 the Settlement Administrator and which is mutually acceptable to the Parties and the Settlement
5 Administrator. The funds in the QSF shall be invested either in short-term U.S. Treasury
6 securities with maturity dates of less than 90 days at the time of deposit, or in an SEC-registered
7 money market fund investing exclusively in U.S. Treasury securities with average maturities of
8 less than 90 days and rated AAA by Standard & Poor's. The Parties agree that the QSF is
9 intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code
10 and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, et seq., and will be administered by the
11 Settlement Administrator as such. With respect to the QSF, the Settlement Administrator shall:
12 (1) open and administer the Settlement Account in such a manner as to qualify and maintain the
13 qualification of the QSF as a "Qualified Settlement Fund" under Section 468B of the Internal
14 Revenue Code and Treas. Reg. § 1.468B-1; (2) satisfy all federal, state and local and income
15 and other tax reporting, return, and filing requirements with respect to the QSF and any interest
16 or other income earned by the QSF, and (3) satisfy out of the QSF all (i) taxes (including any
17 estimated taxes, interest, or penalties) with respect to the interest or other interest earned by the
18 QSF, and (ii) fees, expenses and costs incurred in connection with the opening and
19 administration of the QSF and the performance of its duties and functions as described in this
20 Agreement. The aforementioned taxes, fees, costs and expenses shall be treated as and included
21 in the costs of administering the QSF and as Claims Administration Expenses, with no additional
22 payment owed by Defendant. The Parties and the Settlement Administrator shall treat the QSF
23 as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set
24 forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement shall be attached to the
25 appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(e)(ii). The Parties agree to cooperate
26 with the Settlement Administrator and one another to the extent reasonably necessary to carry
27 out the provisions of this Section.

28 4. Allocation of the PAGA Penalties Fund. The PAGA Penalties Fund shall be used

1 to satisfy Individual Settlement Payments to Aggrieved Employees and payment to the LWDA
2 in accordance with the terms of this Agreement. The PAGA Penalties Fund is the maximum
3 amount that will be available for distribution to the LWDA and Aggrieved Employees in full
4 satisfaction of all Released Claims. Pursuant to PAGA, seventy-five percent (75%) of the PAGA
5 Penalties Fund will be paid to the LWDA, and the remaining twenty-five percent (25%), will be
6 paid to all Aggrieved Employees ("Net PAGA Payment").

7 5. Calculation of Individual Settlement Payment. The Settlement Administrator shall
8 calculate the Individual Settlement Payment by dividing the Net PAGA Amount by the total
9 number of pay periods in which Aggrieved Employees received the payment of wages during
10 the PAGA Period. That value will then be multiplied by the number of pay periods in which
11 each respective Aggrieved Employee received the payment of wages during the PAGA Period.
12 Collectively, the Aggrieved Employees are entitled to 100% of the Net PAGA Payment.

13 6. Tax Treatment of Individual Settlement Payment. All Individual Settlement
14 Payments shall be allocated as 100% as penalties. The amount of payments shall be reported on
15 an IRS Form 1099 by the Settlement Administrator.

16 7. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as
17 referenced herein will not be utilized to calculate any additional benefits under any benefit plans
18 to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing
19 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO
20 plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
21 Agreement will not affect any rights, contributions, or amounts to which any Aggrieved
22 Employee may be entitled under any benefit plans.

23 8. Enhancement Payment. Defendant agrees not to oppose or impede any application
24 or motion by Plaintiff for an Enhancement Payment of up to Seven Thousand Five Hundred
25 Dollars (\$7,500.00) to Plaintiff. The Enhancement Payment shall be paid from the Maximum
26 Settlement Amount and shall be paid in addition to Plaintiff's Individual Settlement Payment as
27 an Aggrieved Employee. It is understood by Plaintiff that the Court has final discretion in any
28 Enhancement Payment. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff

1 reflecting the Enhancement Payment. Plaintiff shall be solely and legally responsible to pay
2 any and all applicable taxes on her Enhancement Payment and shall hold Defendant and the
3 other Released Parties harmless from any claim or liability for taxes, penalties, or interest
4 arising as a result of the Enhancement Payment. Any portion of the Enhancement Payment not
5 awarded to Plaintiff shall be added to the PAGA Penalties Fund and shall be distributed to
6 Aggrieved Employees as provided in this Agreement.

7 9. Attorneys' Fees and Costs: In full satisfaction of all claims Plaintiff may have for
8 attorneys' fees, litigation costs, and expenses arising out of the Action, Defendant agrees not to
9 oppose a motion by Plaintiff's Counsel for payment of a maximum amount of Sixty-Six
10 Thousand One Hundred Fifty Dollars (\$66,150.00) in attorneys' fees and Ten Thousand Dollars
11 (\$10,000.00) in litigation costs and expenses ("Attorneys' Fees and Costs"), which, if approved
12 by the Court, shall be paid from the Maximum Settlement Amount. The Settlement
13 Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel reflecting the awarded
14 attorneys' fees, costs, and expenses and Plaintiff's counsel shall be solely and legally
15 responsible to pay any and all applicable taxes on the Attorneys' Fees and Costs and shall hold
16 Defendant and the other Released Parties harmless from any claim or liability for taxes,
17 penalties, or interest arising as a result of the payment of Attorneys' Fees and Costs.

18 10. Settlement Administration Costs. The Settlement Administrator shall be paid for
19 the reasonable costs of administration of the Settlement from the Maximum Settlement Amount,
20 currently estimated at Seven Thousand Dollars (\$7,000.00). These costs, which shall be paid
21 from the Maximum Settlement Amount, shall include, *inter alia*, the required tax reporting on
22 the Individual Settlement Payments, the issuing of 1099 IRS Forms, establishing a Qualified
23 Settlement Fund, administering and distributing the Maximum Settlement Amount, and
24 providing necessary reports and declarations. Any portion of the Settlement Administration
25 Costs not allowed shall be added to the PAGA Penalties Fund and shall be distributed to
26 Aggrieved Employees as provided in this Agreement.

27 **D. ADMINISTRATION OF SETTLEMENT**

28 1. Approval of PAGA Settlement. Plaintiff will present this Settlement Agreement

1 to the Court and will request that the Court issue an Order and Judgment, approving and
2 incorporating by reference the terms and conditions of the Settlement Agreement. More
3 specifically, Plaintiff's Counsel shall request the entry of an order granting approval of the
4 Settlement, which shall include findings and orders: (i) approving the settlement, (ii) adjudging
5 the terms to be fair, reasonable, and adequate and binding on Plaintiff, the Aggrieved Employees
6 and the State of California, (iii) reciting the release terms, (iv) directing that the settlement's
7 terms and provisions be carried out; (v) entering final judgment in accordance with this
8 Agreement and without further fees or costs to any party except as expressly set forth in this
9 Agreement; and (vi) retaining jurisdiction to oversee administration and enforcement of the
10 terms of this Agreement and the Court's orders. Plaintiff's motion shall be unopposed by
11 Defendant, unless Plaintiff's approval motion seeks relief inconsistent with or not specified by
12 this Agreement. In such event, Defendant reserves the right to address any assertions that are not
13 contained in this Agreement. Plaintiff shall submit a copy of this Settlement Agreement to the
14 LWDA at the same time that it is submitted to the Court.

15 2. Settlement Administration. The Parties agree to cooperate in the administration of
16 the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
17 incurred in the administration of the Settlement. The Settlement Administrator shall provide the
18 following services:

- 19 a. Establish and maintain a Qualified Settlement Fund account;
- 20 b. Calculate the Individual Settlement Payments to be paid to Aggrieved
21 Employees in accordance with the terms and provisions of this Agreement;
- 22 c. Print and issue Individual Settlement Payment checks;
- 23 d. Verify the last known address for each Aggrieved Employee through a
24 generally utilized, national address update database prior to mailing the Individual Settlement
25 Payment check;
- 26 e. Disburse any awards of costs and attorneys' fees and the Enhancement
27 Payment;
- 28 f. Prepare and issue 1099 Forms; and

1 g. Perform such other tasks necessary to effectuate the terms of this
2 Agreement or as the Parties mutually agree or the Court orders the Parties to perform.

3 3. Delivery of the Aggrieved Employee List and Data. Within ten (10) calendar days
4 after the Effective Date, and to the extent the information is available, Defendant shall provide
5 the Settlement Administrator with a Microsoft Office Excel spreadsheet and shall include each
6 Aggrieved Employee's: full name; employee number; most recent mailing address; social
7 security number; and the number of pay periods in which each Aggrieved Employee received
8 the payment of wages during the PAGA Period.

9 4. Timing of Distribution. Within ten (10) calendar days after the payment of the
10 entire Maximum Settlement Amount, the Settlement Administrator will issue payments to: (a)
11 Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d)
12 Plaintiff's Counsel. The Settlement Administrator will issue the appropriate tax forms for all
13 payments issued under this Settlement.

14 5. Mailing of Individual Settlement Payments to Aggrieved Employees: The
15 Settlement Administrator will issue each Aggrieved Employee a check for his or her share of the
16 PAGA Penalties Fund. Checks will remain negotiable for 180 days. Any checks returned as
17 non-deliverable on or before the check cashing deadline will be sent promptly via regular First-
18 Class U.S. Mail to the forwarding address affixed thereto. Funds represented by settlement
19 checks returned as undeliverable and those settlement checks remaining un-cashed for more than
20 180 days after issuance shall be issued to the California State Controller in the name of the
21 Aggrieved Employee.

22 **E. RELEASE OF CLAIMS**

23 1. Denial of Liability. The Parties expressly recognize that the making of this
24 agreement does not in any way constitute an admission or concession of wrongdoing on the part
25 of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor
26 any statements, discussions or communications, nor any materials prepared, exchanged, issued
27 or used during the course of this Action, is intended by the Parties to, nor will any of the
28 foregoing constitute, be introduced, be used or be admissible in any way in any other judicial,

1 arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation
2 of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any
3 obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement
4 may be used in any proceeding in court or arbitration that has as its purpose the interpretation,
5 implementation, or enforcement of the Settlement or any orders or judgments of the Court
6 entered into in connection therewith.

7 2. Release of Claims by Aggrieved Employees. Upon the Effective Date, each of the
8 Aggrieved Employees, including Plaintiff, for themselves and for their respective spouses,
9 domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors,
10 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
11 assigns, and representatives (whether current or former), fully release and forever discharge all
12 of the Released Parties of and from all Released Claims. The release only extends to pay periods
13 in which Aggrieved Employees were paid by Defendant.

14 3. No Right to Opt-Out. The Parties agree there is no statutory right for any
15 Aggrieved Employee to opt out or otherwise exclude himself or herself from the Settlement.

16 4. General Release and Waiver of Claims by Plaintiff. As a condition to obtaining
17 the Enhancement Payment provided for herein, Plaintiff (on behalf of herself and her spouses,
18 domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors,
19 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
20 assigns, and representatives (whether current or former) also agrees to a general release of any
21 and all claims against the Released Parties—which shall include without limitation any and all
22 claims which in any way relate to her employment with Defendant, under State, Federal or local
23 law, in tort, common law, statute, contract, or equity, whether pled in the Complaint or not,
24 including but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA,
25 California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or
26 arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the
27 beginning of time to the date of execution of this Settlement Agreement. This release is intended
28 to be as broad as possible to release and extinguish all claims of any kind. Plaintiff further

1 expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights
2 and benefits of Section 1542 of the California Civil Code, which provides: “**A general release**
3 **does not extend to claims that the creditor or releasing party does not know or suspect to**
4 **exist in his or her favor at the time of executing the release and that, if known by him or**
5 **her, would have materially affected his or her settlement with the debtor or released**
6 **party.”**

7 The full and complete comprehensive general release of claims by Plaintiff is not
8 intended to release the claims asserted by Plaintiff in the matter of *Christina Torrez v. Teema,*
9 *Inc.* (E.D. Cal. Case No. 2:22- CV-O 1531-TLN-KJN) (“Wrongful Termination Action Against
10 Teema”) or bar Plaintiff and/or Teema, Inc. from asserting claims against Management Solution,
11 LLC and/or State of California Department of Corrections and Rehabilitation in the Wrongful
12 Termination Action Against Teema.

13 5. Release by Plaintiff’s Counsel: Plaintiff’s Counsel release on behalf of their
14 present and former attorneys, employees, agents, successors and assigns the Released Parties
15 from all claims for attorneys’ fees and costs incurred in connection with the Action and the facts
16 alleged in the Complaint and the PAGA Notice.

17 **F. MISCELLANEOUS**

18 1. Tax Liability. Defendant, Defendant’s counsel, the Settlement Administrator, and
19 Plaintiff’s Counsel make no representation as to the tax treatment or legal effect of the payments
20 called for hereunder, and Plaintiff and Aggrieved Employees are not relying on any statement,
21 representation, or calculation by Defendant, Defendant’s counsel, Plaintiff’s Counsel, or by the
22 Settlement Administrator in this regard. Plaintiff and Aggrieved Employees understand and
23 agree that they will be solely responsible for the payment of any and all taxes and penalties
24 assessed on their respective payments described herein and will defend, indemnify, and hold
25 Defendant, Defendant’s counsel, Plaintiff’s Counsel and the Settlement Administrator free and
26 harmless from and against any claims resulting from treatment of such payments as non-taxable
27 penalties/damages.
28

1 2. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
2 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
3 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
4 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
5 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
6 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
7 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
8 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
9 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
10 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY
11 (A) HAS RELIED EXCLUSIVELY UPON HIS/HER OR ITS OWN, INDEPENDENT LEGAL
12 AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
13 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED
14 UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
15 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
16 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
17 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
18 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
19 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
20 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
21 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
22 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
23 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
24 AGREEMENT.

25 3. No Prior Assignments. The Parties and their counsel represent, covenant, and
26 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
27 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
28

1 demand, action, cause of action or right herein released and discharged. This is a material term
2 of this Agreement.

3 4. Nullification of Settlement Agreement. In the event that: (i) the Court does not
4 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any
5 other reason, then this Settlement Agreement, and any documents generated to bring it into
6 effect, will be null and void, and the Parties will be returned to their original respective positions.

7 5. Continued Jurisdiction. After entry of the judgment, the Court will have
8 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
9 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Court
10 Approval matters as may be appropriate under court rules or as set forth in this Settlement.

11 6. Entire Agreement. This Settlement Agreement constitutes the entirety of the
12 Parties' settlement terms. No other prior or contemporaneous written or oral agreements may
13 be deemed binding on the Parties.

14 7. Disputes Regarding Language of Final Settlement Agreement. If the Parties have
15 a dispute with regard to the language of the Agreement, the Parties agree to attempt to informally
16 resolve the dispute by engaging Warren Jackson to mediate such dispute.

17 8. Amendment or Modification. This Settlement Agreement may be amended or
18 modified only by a written instrument, signed by either the Parties or their successors-in-interest
19 or counsel for all Parties.

20 9. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
21 and represent they are expressly authorized by the Parties whom they represent to negotiate this
22 Settlement Agreement and to take all appropriate action required or permitted to be taken by
23 such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any
24 other documents required to effectuate the terms of this Settlement Agreement. The Parties and
25 their counsel will cooperate with each other and use their best efforts to effect the
26 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
27 content of any document needed to implement the Settlement, or on any supplemental provisions
28

1 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
2 assistance of the Court to resolve such disagreement.

3 10. Binding on Successors and Assigns. This Settlement Agreement will be binding
4 upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

5 11. California Law Governs. All terms of this Settlement Agreement will be governed
6 by and interpreted according to the laws of the State of California.

7 12. Execution and Counterparts. This Settlement Agreement is subject only to the
8 execution of all Parties. However, the Settlement Agreement may be executed in one or more
9 counterparts. All executed counterparts and each of them, including facsimile and scanned
10 copies of the signature page, will be deemed to be one and the same instrument provided that
11 counsel for the Parties will exchange among themselves original signed counterparts.

12 13. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
13 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
14 arrived at this Settlement after arm's-length negotiations. The Parties further acknowledge that
15 they are each represented by competent counsel and that they have had an opportunity to consult
16 with their counsel regarding the fairness and reasonableness of this Settlement.

17 14. Invalidity of Any Provision. Before declaring any provision of this Settlement
18 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
19 extent possible consistent with applicable precedents so as to define all provisions of this
20 Settlement Agreement valid and enforceable. If any provision is ruled by the Court as invalid
21 or unenforceable, in whole or in part, the invalid or enforceable provision shall be stricken and
22 the Parties shall take reasonable steps to replace the stricken provision with a provision as
23 similar in tenor as legally possible.

24 15. Captions. The captions and section numbers in this Settlement Agreement are
25 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope
26 or intent of the provisions of this Settlement Agreement.

27 16. Waiver. No waiver of any condition or covenant contained in this Settlement
28 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered

1 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
2 right or remedy.

3 17. Enforcement Action. In the event that one or more of the Parties institutes any
4 legal action or other proceeding against any other Party or Parties to enforce the provisions of
5 this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful
6 Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in
7 connection with any enforcement actions. Other than as stated in this Agreement, the Parties are
8 responsible for their own attorneys' fees and costs in the prosecution and defense of this Action.
9 There is no prevailing party.

10 18. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
11 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not
12 be construed more strictly against one party than another merely by virtue of the fact that it may
13 have been prepared by counsel for one of the Parties, it being recognized that, because of the
14 arms-length negotiations between the Parties, all Parties have contributed to the preparation of
15 this Settlement Agreement.

16 19. Binding Agreement. The Parties warrant that they understand and have full
17 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
18 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
19 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
20 provisions that otherwise might apply under federal or state law.

21 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly authorized
22 representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily
23 and with a full understanding of its consequences.
24

25 DATED: 2/1/2023

PLAINTIFF CHRISTINA TORREZ

26
27 DocuSigned by:
Christina Torrez
28 _____
Plaintiff Christina Torrez

1
2 DATED: Jan 31, 2023

DEFENDANT HEALTHCARE STAFFING
PROFESSIONALS, INC.

3
4 Maxie Juzang

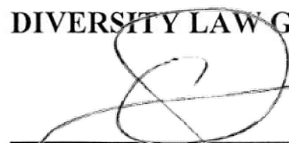
5 Maxie Juzang

6 Please Print Name of Authorized Signatory

7 **APPROVED AND ACKNOWLEDGED**

8
9 DATED: February 1, 2023

DIVERSITY LAW GROUP, P.C.

10
11 
12 Larry W. Lee
13 Kristen M. Agnew
14 Nicholas Rosenthal
15 Attorneys for Plaintiff and the Aggrieved
16 Employees

17 DATED: 1/31/2023

LEWITT, HACKMAN, SHAPIRO,
MARSHALL & HARLAN

18 
19 Sue M. Bendavid
20 Nicholas Kanter
21 Chrystal Ferber
22 Attorneys for Defendant
23
24
25
26
27
28

EXHIBIT B

2/21/2023
2:15 PM

DIVERSITY LAW GROUP
Slip Listing

Page 1

Selection Criteria

Slip.Classification Open
Client (hand select) Include: Torrez, Christina v. Healthcar
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
70406	EXP	Mariana Becerra	1	75.00	75.00
1/12/2022		Court fees			
WIP		Torrez, Christina v. Healthcar			
LWDA					
70882	EXP	Olympia	2	0.25	0.50
1/31/2022		Photocopies			
WIP		Torrez, Christina v. Healthcar			
Photocopies					
70883	EXP	Olympia	1	7.33	7.33
1/31/2022		Postage			
WIP		Torrez, Christina v. Healthcar			
Postage					
71383	EXP	Erika Mejia	1	1736.54	1736.54
3/18/2022		Atty Service			
WIP		Torrez, Christina v. Healthcar			
Attorney Service - Complaint					
71651	EXP	Erika Mejia	1	117.98	117.98
3/23/2022		Atty Service			
WIP		Torrez, Christina v. Healthcar			
Attorney Service - Complaint Service					
72130	EXP	Erika Mejia	1	49.25	49.25
4/29/2022		Atty Service			
WIP		Torrez, Christina v. Healthcar			
Attorney Service - POS					
73262	EXP	Erika Mejia	1	143.60	143.60
9/1/2022		Atty Service			
WIP		Torrez, Christina v. Healthcar			
Attorney Service - CMS					
73564	EXP	Olympia	1	4700.00	4700.00
11/14/2022		Arbitrators			
WIP		Torrez, Christina v. Healthcar			
Signature Resolution Mediation					

2/21/2023
2:15 PM

DIVERSITY LAW GROUP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
74182	EXP	Kristen Agnew	1	57.70	57.70
12/12/2022		Meals			
WIP		Torrez, Christina v. Healthcar			
Meal					
74107	EXP	Olympia	1	164.09	164.09
12/27/2022		Atty Service			
WIP		Torrez, Christina v. Healthcar			
Attorney Service - Notice of Settlement					
74112	EXP	Olympia	1	192.09	192.09
12/29/2022		Atty Service			
WIP		Torrez, Christina v. Healthcar			
Attorney Service - Joint Stip					
74355	EXP	Olympia	1	153.58	153.58
1/9/2023		Atty Service			
WIP		Torrez, Christina v. Healthcar			
Attorney Service - NOE					
74406	EXP	Olympia	1	200.00	200.00
2/10/2023		Court fees			
WIP		Torrez, Christina v. Healthcar			
Estimated PAGA Approval Motion Filing Fees					
Grand Total					
			Billable	0.00	7597.66
			Unbillable	0.00	0.00
			Total	0.00	7597.66