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10 Attorney for Plaintiff Kaitlin Talley, on
11 behalf of herself and all others similarly
situated and the general public

12
13 SUPERIOR COURT OF CALIFORNIA

14 COUNTY OF SANTA CLARA

15 KAITLIN TALLEY, on behalf of herself and	) Case No. 22CV403416
16 all others similarly situated and the general	) Honorable Charles F. Adams
public,	) Dept. 7
17	)
Plaintiff,	) DECLARATION OF JANELLE
18	) CARNEY IN SUPPORT OF
v.	) PLAINTIFF'S MOTION FOR COURT
19	) APPROVAL OF PAGA SETTLEMENT
20 TRAVEL NURSE ACROSS AMERICA, LLC	)
an Arkansas limited liability company; and	) Date: May 8, 2025
21 DOES 1 to 100,	) Time: 1:30 p.m.
	) Dept.:7
22 Defendants.	)
	) Action filed: September 22, 2022

1 I, Janelle Carney, declare:

2 1. I am an attorney duly licensed to practice law before all courts in the State of
3 California. I am the managing partner at Janelle Carney – Attorney at Law, APC (JCAL). I am
4 counsel of record herein and I have personal knowledge of the facts herein. If called as a witness, I
5 could and would competently testify herein.

6 **DECLARANT’S ROLE IN LITIGATION & DATA ANALYSIS**

7 2. Herein, Plaintiff’s counsel has extensive experience in wage and hour class action
8 litigation. I, along with Frontier Law Center and Plaintiff, conducted an extensive investigation
9 prior to the Complaint being filed and throughout the litigation. The initial legal work on this
10 matter commenced on or about May 2022.

11 3. The Plaintiff seeks approval of a PAGA settlement in the gross amount of
12 \$850,000.00, on behalf of the State of California and the Aggrieved Employees who are or were
13 employed by Defendant Travel Nurse Across America, LLC (“Defendant”). The Aggrieved
14 Employees are (“PAGA Settlement Members”) are defined as follows: All hourly non-exempt
15 employees in California during the Relevant Time Period of September 2, 2021 through December
16 18, 2024 or the date of Court approval of the settlement, whichever comes first.

17 4. The Plaintiff propounded formal discovery and requested data from the Defendant
18 including the payroll files and timekeeping files for the Aggrieved Employees. According to
19 Defendant, there are 1,470 Aggrieved Employees who worked a total 41,889 of PAGA Pay Periods
20 through September 18, 2024.

21 5. I have extensive experience in wage and hour class action and PAGA litigation,
22 both as a partner with the Law Office of Joseph Antonelli (LOJA), and now with my own firm.
23 The Plaintiff seeks to and obtain approval of a non-reversionary settlement in the gross amount of
24 \$850,000.00 on behalf of approximately 1,470 Aggrieved Employees.

25 6. JCAL specializes in the area of wage and hour issues. For the last 24 years, I have
26 almost worked exclusively on class actions and representative actions. I graduated from Whittier
27 College School of Law School and obtained my Jurisprudence Doctorate in May 1998. I took the
28 California Bar Examination in February 1999 and received my passing results in May 1999. On
June 8, 1999, I was admitted to practice law in the State of California and the federal courts. I have

1 remained in good standing as a member of the California Bar since admission through the present
2 time. I have litigated numerous successful wage and hour class actions in California. Since my
3 admission to the bar, I have solely worked at the Law Office of Joseph Antonelli through
4 December 31, 2020, when I started Janelle Carney – Attorney at Law, APC. On July 1, 2007, I
5 became a partner at LOJA and opened JCAL on January 1, 2021.

6 7. During my tenure with the Law Office of Joseph Antonelli, our firm in conjunction
7 with the Law Offices of Kevin T. Barnes completed a court trial in the case of *Mutuc v. Huntington*
8 *Memorial Hospital*, Case No. BC288727. LOJA was also successful in obtaining favorable
9 published opinions for employees in the state of California on six (6) major issues in each of the
10 following cases:

11 a. *Huntington Memorial Hospital v. Superior Court* (“Mutuc”) (2005) 131 Cal.App.
12 4th 893, 906;

13 b. *Tien v. Sup. Ct.* (Tenet Healthcare) (2006) 139 Cal. App. 4th 528;

14 c. *Jaimez v. Daiohs USA, Inc.*, (2010) 181 Cal.App.4th 1286;

15 d. *Hoover v. American Income Life Insurance* (2012) 206 Cal. App. 4th 1193;

16 e. *Cochran v. Schwan’s*, (2014) 228 Cal.App.4th 1137;

17 f. *Falk v. Children’s Hospital Los Angeles*, (2015) 237 Cal. App. 4th 1454;

18 g. *Lafitte v. Robert Half International, Inc.*, et al. (2016), 1 Cal.5th 480;

19 h. *Vasserman v. Henry Mayo Newhall* (2017) 8 Cal. App 5th 236.

20 These cases were landmark decisions in the manner in which the regular rate must be
21 calculated and what is considered a “subterfuge” to avoid the correct payment of regular rate and
22 overtime rate (*Huntington Hospital*); the criteria required to certify pay stub claim, waiting time
23 penalty claim, and meal and rest break claim among other matters (*Jaimez*); protecting the interests
24 of putative class members in a wage and hour case who want their identity protected (*Tien*); the
25 standard to prove that an employer has waived its right to arbitrate an employment claim against an
26 employee who filed a class action (*Hoover*); the standard of when an employer is required to
27 reimburse employees for cell phone usage and other business expenses in order to perform the
28 employees’ duties, even if there was no direct costs to the employees (*Cochran*); the application of
the tolling doctrine as applied to subsequent class actions being filed when the previous class action

1 was disposed of without a ruling on certification (*Falk*); the *Laffitte* decision laid out the
2 requirements for approval of a class action settlement including an in depth analysis on the
3 attorneys' fees request on a common fund. In *Laffitte*, the California Supreme Court affirmed the
4 trial court and appellate court ruling and holds that the attorney fee award made on a common fund
5 basis (percentage of the settlement) is the law in California; and that employees whose employment
6 is governed by a collective bargaining agreement have not waived their right to bring statutory
7 claims in court unless there is a clear and unmistakable waiver of their rights (*Vasserman*).

8 **CLASS ACTION & PAGA EXPERIENCE**

9 8. I have previously served as class counsel in a number of class action and PAGA
10 cases, including wage and hour matters. The following is a sample of matters wherein I have been
11 approved as class counsel with LOJA and as JCAL:

12 **SAN DIEGO COUNTY**

13 **SHARP HEALTHCARE**

14 (1) On or about September 25, 2020, Honorable Kenneth J. Medel entered an Order
15 Granting Final Approval of Settlement, in Espinoza v. Sharp Healthcare, San Diego Superior Court
16 Case No. 37-2018-00034031-CU-OE-CTL. The Law Office of Joseph Antonelli and other counsel
17 were approved as class counsel for settlement purposes. Judge Kenneth J. Medel approved the
18 settlement in the amount of **\$2,125,000.00**, awarded attorneys' fees in the amount of 708,333.30
19 (33.33% of the settlement), and awarded an enhancement of \$15,000.00 to the Class
20 Representative.

21 **VIBRA HEALTHCARE WAGE AND HOUR CASES**

22 (2) On or about September 7, 2018, Honorable Richard E.L. Strauss entered an Order
23 Granting Final Approval of Settlement, in Vibra Healthcare Wage and Hour Cases, JCCP No.
24 4874. The Law Office of Joseph Antonelli and other counsel were approved as class counsel for
25 settlement purposes. Judge Strauss approved the settlement in the amount of **\$5,500,000.00**,
26 awarded attorneys' fees in the amount of \$1,833,150.00 (33.33% of the settlement), and awarded
an enhancement to the three Class Representatives totaling \$35,000.00;

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1 **CLASSIC RESIDENCE MANAGEMENT, LP dba VI**

2 (3) On or about May 31, 2016, Honorable Richard E.L. Strauss entered an Order and
3 Judgment Re: Plaintiff's Motion for Attorneys' Fees and Costs and Class Representative
4 Enhancement; and Motion for Conditional Certification and Final Approval of Class Action
5 Settlement, in Victoriano v. Classic Residence Management, LP dba Vi, San Diego Superior Court
6 Lead Case No. 37-2014-00028031-CU-OE-CTL. The Law Office of Joseph Antonelli was
7 approved as class counsel for settlement purposes. Judge Strauss approved the settlement in the
8 amount of **\$3,000,000.00**, awarded attorneys' fees in the amount of \$900,000.00 (30% of the
9 settlement), and awarded an enhancement to the Class Representative in the amount of \$25,000.00;

10 **PARTY CITY**

11 (4) On or about April 6, 2009, the San Diego Superior Court entered an Order Granting
12 Plaintiff's Motion for Class Certification in the matter of Grassi v. Party City Corporation, San
13 Diego Superior Court Case No. GIC874341. The Law Office of Joseph Antonelli and the Law
14 Offices of Kevin T. Barnes were approved as class counsel in this certified matter. The San Diego
15 Superior Court entered a Final Approval order on October 15, 2010, approving a class wide
16 settlement in the amount of **\$1,495,000.00**. Furthermore, the Court did award \$ 25,000.00 for the
17 class representative. Judge Steven R. Denton also awarded attorneys' fees in the amount of
\$498,283.50.

18 **NORTHERN CALIFORNIA COUNTIES**

19 **GOODYEAR**

20 (5) On or about May 25, 2023, Honorable Theodore Zayner entered an Order Granting
21 Final Approval and Judgment, in Franco v. The Goodyear Tire & Rubber Company, Santa Clara
22 County Superior Court Case No. 22CV393403. My firm and other counsel were approved as class
23 counsel for settlement purposes. Judge Zayner approved the settlement in the amount of
24 **\$3,500,000.00**, awarded attorneys' fees in the amount of \$1,666,666.67 (33.33% of the settlement),
25 and awarded an enhancement to the three Class Representatives totaling \$30,000.00;

26 **MANN+HUMMEL WATER & FLUID SOLUTIONS**

27 (6) On or about May 9, 2023, Honorable Donna Geck entered an Order Granting Final
28 Approval of Class Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and Class

1 Representative Service Payment, in Massey v. Mann+Hummel Water & Fluid Solutions, Inc.,
2 Santa Clara County Superior Court Case No. 21CV02965. My firm and Frontier Law Center were
3 approved as class counsel for settlement purposes. Judge Geck approved the settlement in the
4 amount of **\$800,000.00**, awarded attorneys' fees in the amount of \$266,666.66 (33.33% of the
5 settlement), and awarded an enhancement to the Class Representative of \$7,500.00;

6 **LAND O'LAKES**

7 (7) On or about May 27, 2022, Honorable Brian McCabe entered an Order Granting
8 Final Approval of Settlement, in Inacio v. Land O'Lakes, Inc., et al., Merced County Superior
9 Court Case No. 19CV-04520. Janelle Carney – Attorney at Law, APC, Frontier Law Center, and
10 the Law Office of Joseph Antonelli and other counsel were approved as class counsel for
11 settlement purposes. Judge McCabe approved the settlement in the amount of **\$500,000.00**,
12 awarded attorneys' fees in the amount of \$1,666,666.67 (33.33% of the settlement), and awarded
13 an enhancement to the Class Representative in the amount of \$10,000.00;

14 **DOCTORS HOSPITAL OF MANTECA, INC.**

15 (8) On or about November 23, 2020, Honorable Jayne Lee entered an Order Granting
16 Final Approval of Settlement, in Lyle v. Doctors Hospital of Manteca, Inc., et al., San Joaquin
17 County Superior Court Case No. STK-CV-UOE-2016-6523. The Law Office of Joseph Antonelli
18 and other counsel were approved as class counsel for settlement purposes. Judge Strauss approved
19 the settlement in the amount of **\$3,750,000.00**, awarded attorneys' fees in the amount of
20 \$1,250,000.00 (33.33% of the settlement), and awarded an enhancement to the three Class
21 Representatives totaling \$7,900.00;

22 **JIFFY LUBE**

23 (9) On or about May 2, 2007 the Santa Clara Superior Court by the Honorable Jack
24 Komar entered an Order granting final approval in the matter of Jiffy Lube Overtime Cases, Santa
25 Clara Case No. 03CV817723. The Law Office of Joseph Antonelli and the Law Offices of Kevin
26 T. Barnes were approved as class counsel. The case involved mis-classification of defendant's
27 salaried exempt employees titled "General Managers," meal violations, rest violations, and pay
28 stub violations. The court approved the settlement in the amount of **\$6,000,000.00**. Each of the four

1 class representatives was awarded an individual award of \$20,000. Judge Komar also awarded
2 attorneys' fees in the amount of \$1,800,000;

3 **LOS ANGELES COUNTY**

4 **HUNTINGTON MEMORIAL HOSPITAL**

5 (10) On or about January 21, 2004, the Los Angeles Superior Court Judge Thomas
6 Willhite entered an order granting class certification in *Mutuc v. Huntington Memorial Hospital*,
7 Los Angeles Superior Court Case No. BC288727. The case involved an alleged illegal pay plan
8 and a pay stub class. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes
9 were approved as class counsel and served as trial counsel in this matter, with trial testimony and
10 argument concluding on April 6, 2007. The matter was re-opened for closing argument on July 23,
11 2007. As set forth above the primary issue in *Mutuc* involved an alleged artificial and dual rate pay
12 plan that applied to the 12-hour employees at Huntington Hospital. The *Mutuc* matter was tried in
13 approximately 12 days, including partial days and opening and closing statements. Furthermore,
14 there were a total 28 of witnesses who testified. The case resulted in an approximate \$32.8 million
15 award for the class and ultimately settled, including PAGA claims, with the related case of *Kiely v.*
16 *Huntington Memorial Hospital* for \$60 million. The Court approved attorneys' fees in the amount
17 of \$18,000,000.00. Furthermore, the Court did award \$50,000.00 for each of the *Mutuc* class
18 representatives and \$20,000.00 for the *Kiely* representative.

19 (11a) On or about January 5, 2009, the Honorable William A. MacLaughlin entered an
20 Order Granting Final Approval of Settlement, Class Representative Enhancements, Attorneys'
21 Fees, and Costs in the matter of *Kiely v. Huntington Memorial Hospital*, Los Angeles Superior
22 Court Case No. BC364972, which was settled together with related matter *Mutuc v. Huntington*
23 *Memorial Hospital*, Los Angeles Superior Court Case No. BC288727. The Law Office of Joseph
24 Antonelli and the Law Office of Kevin T. Barnes were approved as class counsel for settlement
25 purposes.

26 **PAGADUAN V. TENET HEALTHCARE**

27 (12) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and
28 others were approved as class counsel in the matter of *Pagaduan v. Tenet Healthcare*, JCCP No.
4377. After obtaining class certification, the Los Angeles Superior Court by the Honorable Carl

1 West, Judge Presiding, later on or about May 7, 2009, granted final approval of a class action
2 settlement. The court approved the settlement in the amount of \$85,000,000.00. Furthermore, the
3 Court did award \$75,000 for each of the named class representatives. Additionally, the Court
4 awarded the requested \$7,500.00 to three (3) other representatives. Judge West also awarded
5 attorneys' fees in the amount of \$22,844,022.50;

6 **METHODIST HOSPITAL OF SOUTHERN CALIFORNIA**

7 (13) On or about November 12, 2008, Hon. Victoria Chaney entered an Order Granting
8 Final Approval of a Proposed Class Action Settlement in *Davis v. Methodist Hospital of Southern*
9 *California*, Los Angeles Superior Court Case No. BC380177, approving a class action settlement
10 of \$20.25 million. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes
11 were approved as class counsel for settlement purposes. Furthermore, the Court did award
12 \$20,000.00 for two (2) of the class representatives and \$5,000 for one class representatives. Judge
13 Chaney also awarded attorneys' fees in the amount of \$3,989,087.50;

14 **CHILDREN'S HOSPITAL LOS ANGELES**

15 (14) The Law Office of Joseph Antonelli was declared Lead Class Counsel in the matter
16 of *Mays v. Children's Hospital Los Angeles*, Los Angeles Superior Court Case No. BC477830. On
17 or about May 17, 2016, the Honorable Ann I. Jones granted preliminary approval of class action
18 settlement in the amount of \$27,000,000.00, attorneys' fees in the amount of \$9,000,000.00, and
19 class representative enhancements to the five Class Representatives in an amount totaling
20 \$67,500.00. At the final approval on September 19, 2016, the Court entered Final Approval of the
21 Class action settlement and awarded the attorneys' fees request of 33 1/3% in the amount of
22 \$9,000,000 in addition to awarding the class representative enhancements in the amounts requested
ranging from \$10,000 to \$25,000 for each of the five representatives;

23 **GOOD SAMARITAN HOSPITAL**

24 (15) The Law Office of Joseph Antonelli was approved as class counsel in the matter of
25 *Hoffman v. Good Samaritan Hospital*, Los Angeles Superior Court Case No. BC564721. The
26 William F. Highberger entered an Order and Judgment Re: Plaintiff's Motion for Attorneys' Fees
27 and Costs and Class Representative Enhancements and Motion for Conditional Certification and
28 Final Approval of Class Action Settlement on or about February 8, 2016, approving a settlement in

1 the amount of \$6,175,000.00, attorneys' fees in the amount of \$1,500,000.00 and Class
2 Representative Enhancements to the two Class Representatives in the amount of \$25,000.00 each;

3 **WHITE MEMORIAL MEDICAL CENTER**

4 (16) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
5 Class Counsel in the matter of *Chamber v. White Memorial Medical Center, et al.* and *Flynn v.*
6 *Glendale Adventist Medical Center, et al.*, Los Angeles Superior Court Case No. BC426335, in
7 which the Honorable William F. Highberger was presiding and approved a final settlement in the
8 amount of \$8,750,000, attorneys' fee request of \$2,916,966 and class representative enhancement
9 awards of \$40,000 to both class representatives;

10 **KAISER PERMANENTE HOSPITAL**

11 (17) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
12 Class Counsel in the matter of *Martin v. Kaiser Foundation Hospitals, et al.*, Case No. BC395992
13 in which the Honorable Jane L. Johnson was presiding and approved a final settlement in the
14 amount of \$21,750,000, attorneys' fee request of \$5,437,500 and class representative enhancement
15 awards of \$90,000 to both class representatives;

16 **IRON MOUNTAIN**

17 (18) The Law Office of Joseph Antonelli was approved as Class Counsel in the matter of
18 *Casanova v. Iron Mountain Information Management Services, Inc.*, Los Angeles Superior Court
19 Case No. BC543256, in which the Honorable Kenneth Freeman was presiding and approved a final
20 settlement on January 13, 2016, in the amount of \$2,800,000.00, attorneys' fee request of
21 \$840,000.00, and class representative enhancement award of \$6,500.00 to each of the three Class
22 Representatives;

23 **ROBERT HALF**

24 (19) On or about September 18, 2006, the Los Angeles Superior Court Judge Edward R.
25 Ferns entered an order granting class certification in *Lafitte v. Robert Half International, Inc.*, Los
26 Angeles Superior Court Case No.: BC321317. The Law Office of Joseph Antonelli and Law
27 Office of Kevin Barnes were approved as class counsel. This case involved a mis-classification
28 concerning exempt employees. The Honorable Mary H. Strobel entered an order of Final Approval
on April 10, 2013 approving the settlement of \$19,000,000.00. The Law Offices of Kevin T.

1 Barnes and Law Office of Joseph Antonelli were approved as class counsel in this certified matter.
2 The attorneys' fee award was in the amount of 33 1/3 % of the settlement. Furthermore, the Court
3 did award the cumulative amount of \$80,000.00 for the three class representatives in the
4 individuals amounts of \$15,000.00, \$25,000.00 and \$40,000.00;

5 **FIRST CHOICE**

6 (20) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
7 approved as class counsel in the certified matter of *Jaimez v. DAIOHS, U.S.A., Inc., (First Choice)*,
8 Los Angeles Superior Court Case No. BC372665. This case involved mis-classification of
9 employees, meal period and rest period violations, pay stub, and waiting time penalty classes. On
10 January 4, 2011, Judge Ralph W. Dau entered an order certifying the classes. On October 20,
11 2011, final approval was granted in the total amount of \$1.7 million. Furthermore, the Court did
12 award the cumulative amount of \$60,000.00 for the three class representatives in the individual
13 amounts of \$10,000.00, \$20,000.00 and \$30,000.00. Judge Dau also awarded attorneys' fees in the
14 amount of \$600,000;

15 **LOWES**

16 (21) On or about April 16, 2008, the Los Angeles County Superior Court granted final
17 approval of a class action settlement in the matter of *Hall v. Lowes HIW*, Case No. BC325832. The
18 Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class
19 counsel. The court approved the settlement in the amount of \$23,000,000.00. The two lead class
20 representatives received \$25,000 each as individual awards. The Court also awarded attorneys' fees
21 in the amount of \$5,750,000;

22 **HENRY MAYO NEWHALL MEMORIAL HOSPITAL**

23 (22) On or about May 25, 2021, Hon. Amy D. Hogue entered an Order Granting Motion
24 for Final Approval of Class Action Settlement in *Vasserman v. Henry Mayo Newhall Memorial*
25 *Hospital*, Los Angeles Superior Court Case No. BC549185, approving a class action settlement of
26 \$1,000,000.00. The Law Office of Joseph Antonelli, Law Offices of Kevin T. Barnes, and
27 Kokozyan Law Firm were approved as class counsel for settlement purposes. Furthermore, the
28 Court did award \$20,000.00 (\$10,000.00 each) for the two class representatives. Judge Hogue also
awarded attorneys' fees in the amount of \$333,333.00;

1 **LONG BEACH MEMORIAL MEDICAL CENTER**

2 (23) The Law Office of Joseph Antonelli, Law Office of Stephen M. Harris, and Law
3 Offices of Robert L. Starr, APC, were approved as class counsel in the matter of *Castillo, et al. v.*
4 *Long Beach Memorial Medical Center, et al.*, Los Angeles Superior Court Case No. BC576936.
5 The Honorable Daniel J. Buckley granted final approval of the class action settlement on December
6 15, 2020. The court approved the settlement in the amount of \$9,500,000.00, attorneys' fees in the
7 amount of \$3,166,666.67, and Class Representative Enhancements to Class Representatives
8 Elizabeth Castillo, Chris Marker, and Regina Buccella, in the amount of \$25,000.00 each, and
9 \$15,000.00 to Class Representative, Kham Chang.

10 **ORANGE COUNTY**

11 **ST. JUDE HOSPITAL**

12 (24) On or about September 10, 2018, the Honorable William Claster entered an Order
13 and Final Judgment Granting Attorney's Fees and Costs and Class Representative Enhancement
14 and Motion for Final Approval of Class Action and PAGA Settlement in the matter of *Davis and*
15 *Krajec v. St. Jude Hospital and Mission Hospital Regional Medical Center*, Orange County
16 Superior Court Case No. 30-2012-00602596-CU-OE-CXC. The Law Office of Joseph Antonelli
17 and the Law Offices of Kevin T. Barnes were approved as class counsel. Judge Claster awarded
18 attorneys' fees of \$2,141,000, from the gross settlement value of \$7,500,000 and the Court did
19 award enhancement amounts of \$12,000, for Leah Davis, a current employee and class
20 representative and \$10,000 for Amy Krajec, Marilyn Lentini, and Sandra Murray each of the other
21 three former employees and class representatives.

22 **MILLER V. CHOC**

23 (25) On or about April 25, 2016, the Honorable Gail A. Andler entered a Revised Order
24 and Judgment Granting Final Approval of Class Action and PAGA Settlement in the matter of
25 *Miller v. Children's Hospital of Orange County*, Orange County Superior Court Case No. 30-2014-
26 00723026- CU- OE- CXC. The Law Office of Joseph Antonelli and the Law Offices of Dennis
27 Moss were approved as class counsel Judge Andler awarded attorneys' fees of \$1,500,000 or 30%
28 of the gross settlement value of \$4,500,000.00 and an enhancement award of \$10,000 (the amount
requested by Class Counsel) for Class Representative, Erik Mara.

1 **MARACINE v. MESA VERDE CONVALESCENT HOSPITAL**

2 (26) On or about July 7, 2017, the Honorable Robert J. Moss entered an Order
3 Determining Good Faith and Granting Final Approval of Settlement and Entry of Judgment in
4 *Maracine v. Mesa Verde Convalescent Hospital, Inc.*, Orange County Superior Court Case No. 30-
5 2015-00780115-CU-OE-CXC, approving a class action and PAGA settlement of \$1,375,000.00.
6 The Law Office of Joseph Antonelli was approved as Class Counsel for settlement purposes.
7 Furthermore, the Court did award \$20,000.00 for the class representative. Judge Sanders also
8 awarded attorneys' fees in the amount of \$412,500.

9 **PATE v. CHILDREN'S HOSPITAL OF ORANGE COUNTY**

10 (27) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and
11 others were approved as class counsel Declarant, and other counsel were approved by the Orange
12 County Superior Court by Judge David Velasquez, as Class Counsel in the matter of *Pate, et. al. v.*
13 *Children's Hospital of Orange County (CHOC)*, Case No. 05CC00303 and a related case of *York v.*
14 *CHOC*, Case No.30-2011-00465444CU-OE-CX. On March 8, 2010, the Court granted class
15 certification in Pate, and on March 23, 2012 final approval of a class action and PAGA settlement
16 was granted in both matters, totaling in the amount of \$17.5 million. Furthermore, the Court did
17 award amounts which ranged from \$25,000, \$15,000.00, and \$10,000 for each of the four class
18 representatives. The Court also awarded attorneys' fees in the amount of \$4,686,862 in the *Pate*
19 matter, and \$375,000 in the *York* matter.

19 **ST. JOSEPH HOSPITAL OF ORANGE (SJHO)**

20 (28) On or about June 24, 2009, the Honorable Nancy Wieben Stock entered an Order
21 Partially Granting and Partially Denying Plaintiffs' Motion for Class Certification in the matter of
22 *Oberschlake v. St. Joseph Hospital of Orange*, Orange County Superior Court Case No.
23 05CC00301. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
24 approved as class counsel. On or about May 20, 2011, the Honorable Nancy Wieben Stock further
25 entered Orders Granting Preliminary and Final Approval of Class Action and PAGA Settlement.
26 Judge Stock did award attorneys' fees of \$4,000,000 or 33.33% of the gross settlement value of
27 \$12,000,000. Furthermore, the Court did award \$20,000.00 for each of the class representatives.

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1 **HOAG**

2 (29) On or about June 14, 2012, Honorable Gail Andler entered an Order Granting Final
3 Approval of Class Action and PAGA Settlement in *Corona v. Hoag Memorial Hospital*
4 *Presbyterian*, Orange County Superior Court Case No 30-2009-00295587. The Law Office of
5 Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. Judge
6 Andler did approve the gross settlement of \$4,000,000. Furthermore, the Court did award
7 \$20,000.00 for each of the class representatives. Judge Andler also awarded attorneys' fees in the
8 amount of \$1,333,320.00.

9 **STAPLES**

10 (30) On or about November 10, 2005, the Honorable Ronald L. Bauer granted class
11 certification in *Staples Overtime Cases*, JCCP No. 4235. The Law Office of Joseph Antonelli, the
12 Law Offices of Kevin T. Barnes and others were approved as class counsel. The case involved
13 misclassification of defendant's salaried exempt "manager" employees. The Court also entered
14 Final Approval Order on or about April 16, 2008, approving a class action and PAGA settlement in
15 the amount of \$38,000,000.00.

16 **SAN BERNARDINO COUNTY**

17 **CHICK-FIL-A**

18 (31) On or about December 9, 2022, Hon. Donald Alvarez granted Final Approval of
19 Class and PAGA Representative Action Settlement in the amount of \$105,000.00 in the matter of
20 *Caro v. EM KMR, LLC dba Chick-Fil-A/Colonies Crossroads* (FSU 01544), San Bernardino
21 Superior Court Case No. CIVSB 2126911. Janelle Carney – Attorney at Law, APC was approved
22 as Class Counsel for settlement purposes. Furthermore, the Court did award class representative
23 enhancements in the amount of \$10,000.00 to the class representative, and \$35,000.00 in attorneys'
24 fees.

25 **ST. MARY MEDICAL CENTER**

26 (32) On or about March 21, 2019, Hon. Bryan F. Foster granted Final Approval of Class
27 Action and PAGA Settlement in *Sanchez v. St. Mary Medical Center*, San Bernardino Superior
28 Court Case No. CIVDS1304898, approving a class action and PAGA settlement of \$5,750,000.00.
The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and Mahoney Law

1 Group were approved as Class Counsel for all purposes. The *Sanchez* matter was certified on
2 several key subclasses, including overtime theories on behalf of class members that were part of a
3 union and not paid daily overtime premiums and AWS theories. The *Sanchez* theories certified and
4 set for trial were similar to claims being litigated in the Tilton action. Furthermore, the Court did
5 award \$15,000.00 for the class representative, a former employee at the time she filed the class
6 action complaint. Furthermore, Judge Foster awarded attorneys' fees in the amount of 1/3 of the
7 common fund in the amount of \$1,916,666.60.

8 **UNIFIRST CORPORATION**

9 (33) On or about February 4, 2016, Hon. Gilbert Ochoa entered an Order Granting Final
10 Approval of a Proposed Class Action Settlement in *Alvidrez v. Unifirst Corporation*, San
11 Bernardino Superior Court Case No. CIVRS 1308105, approving a class action and PAGA
12 settlement of \$1.1 million. The Law Office of Joseph Antonelli and the Law Offices of Kevin T.
13 Barnes were approved as class counsel for settlement purposes. Furthermore, the Court did award
14 \$25,000.00 each for two of the class representatives. Furthermore, Judge Ochoa awarded attorneys'
15 fees of \$330,000.

16 **AMERICAN INCOME LIFE INSURANCE COMPANY**

17 (34) On or about December 12, 2014, Hon. Keith D. Davis entered an Order Granting
18 Final Approval of a Proposed Class Action and PAGA Settlement in *Hoover v. American Income*
19 *Life Insurance Company*, San Bernardino Superior Court Case No. CIVRS 910758, approving a
20 class action settlement of \$6,250,000.00. The Law Office of Joseph Antonelli and other counsel
21 were approved as class counsel. Furthermore, the Court did award \$25,000.00 each for two of the
22 class representatives. Judge Davis also awarded attorneys' fees in the amount of \$2,083,333.33.

23 **INVESTIGATION AND LITIGATION**

24 9. JCAL has always been prepared to zealously pursue this case on behalf of the
25 aggrieved employees through trial on the merits if necessary.

26 10. Plaintiff has propounded interrogatories and document requests, Defendant has
27 produced documents and data, including payroll records, policy documents, and related
28 employment records for aggrieved employees. The parties attended a mediation on September 18,
2024, with mediator Monique Ngo-Bonnici. All of the parties' negotiations have been non-

1 collusive and involved considerable disputes over payment terms. Plaintiff did not settle this case
2 until she and her counsel have conducted sufficient investigation into the claims, and exhausted all
3 avenues before agreeing to this settlement.

4 11. Although not required for PAGA settlements, pursuant to *Kullar v. Footlocker*
5 *Retail Inc.*, 168 Cal. App 4th 116, 118 and *Dunk v. Ford Motor Co.*, (1996) 48 Cal.App.4th 1794,
6 the following describes the settlement's reasonableness.

7 12. **Strength of Plaintiff's Case**

8 The PAGA claims to be analyzed are set forth below.

9 1. **Total exposure to PAGA penalties**

10 During the PAGA period, there were approximately 1,470 Aggrieved Employees who
11 worked a total 41,889 of PAGA Pay Periods through September 18, 2024. Because there is no
12 evidence that Defendant has been the subject of prior *Labor Code* citations for the conduct alleged
13 in this case, subsequent and heightened penalty amounts are unlikely here. See *Amaral v. Cintas*
14 *Corp. No. 2*, 163 Cal.App.4th 1157, 1208-1209 (2008) ("Until the employer has been notified that
15 it is violating a Labor Code provision. . . , the employer cannot be presumed to be aware that its
continuing underpayment of employees is a 'violation' subject to penalties").

16 **A. Regular Rate:**

17 Plaintiff alleges that Defendant failed to properly calculate the regular rate of pay by
18 excluding certain forms of remuneration, including housing and meal stipends, from the regular
19 rate calculation used for overtime and premium pay. The primary dispute centers on the treatment
20 of per diem payments, with Plaintiff arguing that these payments functioned as wages rather than
21 expense reimbursements and thus should have been included in the regular rate calculation.
22 However, the data reveals that non-taxable per diem payments (which present the strongest
23 argument for inclusion in the regular rate) were present in only approximately 3.2% of pay periods
24 for housing stipends and 3.2% of pay periods for meals and incidentals. The vast majority of
stipends were treated as taxable wages, with taxable housing stipends appearing in 93.8% of pay
periods and taxable meals and incidentals in 83.7% of pay periods.

25 While Defendant contends that these payments should be characterized as estimated
26 expense reimbursements rather than non-discretionary compensation, this defense faces challenges
27 under *Clarke v. AMN Servs., LLC*, which requires a case-specific analysis of whether per diem
28 payments function as compensation. The data also shows that 7,437 pay periods involved other

1 forms of non-discretionary pay such as shift differentials and bonuses concurrent with overtime or
2 premium pay, suggesting some merit to Plaintiff's regular rate claims. Given these factors and the
3 various litigation risks, including the limited prevalence of non-taxable per diems and uncertainty
4 surrounding the proper treatment of estimated expense reimbursements, Plaintiff estimates
5 reasonable PAGA exposure for regular rate violations at **\$837,780**, representing approximately
6 20% of the maximum potential penalty exposure of (\$100 x 418,890 pay periods) \$4,188,900.

7 **B. Off the Clock Work:**

8 Plaintiff alleges that Defendant failed to compensate employees for mandatory pre-
9 employment activities, including onboarding tasks, physical examinations, and required training
10 modules. Plaintiff estimates these activities took approximately five hours per employee to
11 complete. Defendant maintains that all pre-employment training was separately compensated,
12 directly contradicting Plaintiff's core allegation regarding unpaid onboarding time.

13 The viability of these claims faces several litigation risks. First, there are potential factual
14 disputes regarding whether employees were actually compensated for training time, as Defendant
15 asserts. Second, there may be variations in the actual time spent by different employees completing
16 these tasks, making it difficult to establish a uniform measure of damages. Third, while California
17 law broadly defines "hours worked" to include time under the employer's control, there could be
18 disputes about when the employment relationship legally began, particularly regarding pre-
19 employment physicals and paperwork. Given these considerations, Plaintiff estimates reasonable
20 PAGA exposure for off-the-clock violations at **\$14,700**, representing approximately 10% of the
21 maximum potential penalty exposure of (\$100 x 1,470 pay periods) \$147,000.

22 **C. Wage Statement Violations:**

23 The wage statement claims in this matter arise from both derivative and stand-alone
24 violations under Labor Code section 226(a). The derivative claims stem from Defendant's alleged
25 failure to properly record and pay all hours worked and accurately calculate the regular rate of pay.
26 Additionally, Plaintiff alleges stand-alone violations based on Defendant's failure to explicitly list
27 "total hours worked" on wage statements, though Defendant contends that total hours can be
28 calculated by adding up the hours provided in different categories.

Based on the data, there were 41,889 pay periods during the PAGA period where potential
wage statement violations occurred. At the maximum initial penalty rate of \$100 per pay period
under PAGA, this creates a theoretical maximum exposure of \$4,188,900. However, several factors

1 significantly reduce the reasonable value of these claims. First, many of the wage statement
2 violations are purely derivative of the underlying regular rate and off-the-clock claims. Therefore,
3 any successful defense to those primary claims would defeat the corresponding wage statement
4 violations. Second, to establish liability for wage statement violations, Plaintiff must prove that any
5 inaccuracies or omissions were "knowing and intentional." Defendant's argument that total hours
6 worked can be calculated from the information provided, even if ultimately incorrect, could
7 potentially defeat the knowing and intentional requirement. Given these substantial litigation risks,
8 Plaintiff estimates reasonable PAGA exposure for wage statement violations at **\$209,445**,
9 representing approximately 5% of the maximum potential penalty exposure.

10 Plaintiff further alleges that Defendant failed to provide legally compliant wage statements,
11 a.k.a. "paystubs" pursuant to *Labor Code* § 226. Plaintiff alleges that the pay stubs are inaccurate
12 as a result of the Defendant's failure to correctly calculate the regular rate. Defendant's pay stubs
13 violate *Labor Code* § 226 and such violation is on every check distributed to Defendant's
14 employees. *Labor Code* § 226 requires, inter alia, that the pay stub accurately itemize the "gross
15 wages earned" and the "total hours worked." Defendant fails to include accurate "total hours
16 worked," a vital component to determine if employees are being paid properly. For example,
17 Defendant violates *Labor Code* § 226(a) by printing the total hours as it is not clear if it is hours
18 worked or hours paid. Plaintiff further alleges that to obtain PAGA penalties for pay stub
19 violations, a plaintiff need not satisfy the "injury" or "knowing and intentional" requirements of
20 *Labor Code* § 226(e)(1). See *Raines v. Coastal Pacific Food Distributors, Inc.*, 23 Cal.App.5th
21 667 (2018).

22 On the other hand, Defendant argues that its pay stubs are compliant, and therefore no such
23 PAGA penalties are owed. Moreover, Defendant argues derivative violations of *Labor Code* § 226
24 do not give rise to pay stub violations upon which PAGA penalties arise –See *Maldonado v.*
25 *Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308 (2018); see also *Culley v. Lincare Inc.*, 236 F.Supp.3d
26 1184, 1195-1196 (E.D. Cal. 2017). Defendant further argues that any such violations were
27 inadvertent, and therefore not actionable. See *Heritage Residential Care, Inc. v. Division of Labor*
28 *Standards Enforcement*, 192 Cal.App.4th 75 (2011).

D. Waiting Time Penalties:

Plaintiff alleges violations of Labor Code sections 201-203 on behalf of the 40 Aggrieved

1 Employees who ended their employment with Defendant during the PAGA period. These claims
2 are derivative of the underlying regular rate and off-the-clock violations, as they are based on
3 Defendant's alleged failure to timely pay all wages due upon separation, including unpaid overtime
4 at the correct regular rate and compensation for pre-employment activities.

5 With only 40 separated employees during the PAGA period, the maximum PAGA penalty
6 exposure for waiting time violations is \$4,000 (calculated at \$100 per employee). This exposure is
7 further reduced by several factors. First, as derivative claims, any successful defense to the
8 underlying wage violations would defeat the corresponding waiting time penalties. Second, waiting
9 time penalties require a willful failure to pay wages, and Defendant's good faith arguments
10 regarding regular rate calculation and pre-employment compensation could potentially defeat a
11 finding of willfulness. Given these considerations and litigation risks, Plaintiff estimates reasonable
12 PAGA exposure for waiting time violations at **\$400**, representing approximately 10% of the
13 maximum potential penalty exposure.

14 Plaintiff further alleges that pursuant to *Labor Code* §§ 201 and 202, Aggrieved Employees
15 terminated from Defendant's employment are entitled to a penalty pursuant to *Labor Code* § 203,
16 because Defendant did not pay them all wages due upon separation. Such a claim is derivative, and
17 for the same reasons as stated above, Defendant contends no wages are due, and thus no penalties
18 owed under PAGA. Defendant further argues that its failure to pay wages upon separation was not
19 "willful," in that the law is uncertain as to claims asserted in this case or whether the failure to pay
20 is due to a good faith dispute. See *Barnhill v. Robert Saunders & Co.*, 125 Cal.App.3d 1, 8 (1981)
21 (employer's failure to pay is not willful if its failure is due to uncertainty in the law); *Road*
22 *Sprinkler Fitters Local Union No. 669 v. G & G Fire Sprinklers, Inc.*, 102 Cal.App.4th 765, 782
(2002) (willfulness not met if defendant's failure to pay a result of a "good faith mistaken belief
that wages are not owed").

23 **D. Fairness of the Settlement**

24 The proposed settlement amount of \$850,000 represents approximately **80%** of the risk-
25 adjusted maximum PAGA penalties of \$1,062,325, making it an excellent result for the Aggrieved
26 Employees given the substantial risks and uncertainties of continued litigation. Beyond the claim-
27 specific risks detailed above, several additional factors support the reasonableness of this
28 settlement.

1 First, recovery through continued litigation would require Plaintiff to prevail on complex
2 legal issues regarding the proper treatment of per diem payments and the compensability of pre-
3 employment activities. These issues would likely require expensive expert testimony and extensive
4 motion practice, with no guarantee of success. Second, establishing PAGA penalties requires a
5 showing that violations were knowing and intentional, and courts have significant discretion to
6 reduce PAGA penalties even where liability is established. Third, the settlement provides
7 immediate relief to Aggrieved Employees without the delay, expense, and uncertainty of prolonged
8 litigation, which could take years to resolve through trial and potential appeals.

9 Plaintiff further believes this to be a good result, given that there is a substantial question as
10 to whether a trial court will even award cumulative penalties sought by Plaintiff for alleged
11 multiple *Labor Code* violations because there is no precedent for such an award. Moreover, *Labor*
12 *Code* § 2699(e)(2) also gives a trial court broad discretion to reduce PAGA penalties: “[A] court
13 may award a lesser amount than the maximum civil penalty amount specified by this part if, based
14 on the facts and circumstances of the particular case, to do otherwise would result in an award that
15 is unjust, arbitrary and oppressive, or confiscatory.” Case law supports a trial court’s discretion in
16 downgrading penalties based on these factors. See *Thurman v. Bayshore Transit Management,*
17 *Inc.*, 203 Cal.App.4th 1112, 1135-1136 (2012) (no abuse of discretion by reducing penalty by 30
18 percent).

19 Because of the discretionary nature of PAGA penalties, oftentimes the penalties are
20 discounted by approximately 75%-85%. See, e.g., *Magadia v. Wal-Mart Associates, Inc.* (N.D.
21 Cal. May 31, 2019) 384 F.Supp.3d 1058, 1104 (penalties on wage statement claim reduced by
22 80%); *Fleming v. Covidien, Inc.* (C.D. Cal. Aug. 12, 2011) 2011 WL 7563047, *4.

23 13. The risk, expense, complexity and likely duration of further litigation would have
24 been costly with uncertain recovery. While Plaintiff strongly believes in her case, individual issues
25 and manageability could have been a factor in determining whether the aggrieved employees and
26 the LWDA received anything.

27 14. The risk of going to trial and facing manageability issues through trial was a
28 consideration for Plaintiff and her counsel. There is a risk that Defendant would file a motion and
request entry of an order that the matter was not manageable as a representative action and Plaintiff

1 did consider this risk which has become a reality in other cases faced by the Plaintiff's bar. This is
2 especially true when dealing with a staffing agency and other employer potentially controlling the
3 Plaintiff and Aggrieved Employees regarding their hours of work. Therefore, uncertainty as to
4 individual issues could have prevented the matter going forward as a representative trial.

5 15. With respect to the amount of the settlement, the number of "cents on the dollar" or
6 percentage of total settlement represents, a fair and reasonable settlement amount. The Plaintiff
7 considered, her expert's evaluation, Plaintiff's counsel expertise and knowledge as to the value of
8 the respective claims. Accordingly, the settlement presented to the Court is approximately 80% of
9 the reasonable evaluation of the entire case exposure on a purely PAGA basis. Plaintiff discounted
10 the claims for reasonable factors, as set forth above. Overall, under the *Dunk* and *Kullar* factors,
11 the amount of the settlement given the risks of potentially being subject to not try the case as a
12 representative matter and ultimately proving liability on all claims given the current uncertainty in
13 the law demonstrates that the settlement is fair and reasonable.

14 16. The settlement amount is fair and reasonable based on a review of all objective
15 evidence. The parties' assessment of the matter is based on extensive research before and during
16 the litigation, and written discovery.

17 **SETTLEMENT AGREEMENT**

18 17. The parties have entered into a Private Attorney General Act (*Labor Code* § 2698,
19 Et. Seq.) PAGA Settlement Agreement, a true and correct copy is attached hereto as **Exhibit 1**.

20 18. The Gross Settlement of \$850,000.00 is subject to reduction for attorneys' fees,
21 costs, representative enhancement, and administrative costs. Accordingly, assuming that the Court
22 awards the fee request of \$297,500.00, attorneys' costs of \$15,000.00, total PAGA penalties of
23 \$528,013.00 (net distribution amount to Aggrieved Employees in the amount of \$132,003.25 (25%)
24 and net distribution amount to the LWDA in the amount of \$396,009.75 (75%), and Administration
25 costs of up to \$7,987.00 and \$1,500.00 to the named representative, the Net Settlement Amount is
26 estimated to be approximately \$528,013.00. Pursuant to the PAGA Statute, one hundred percent of
27 the Net Distribution Amount shall be considered payment of penalties and thus will not be subject
28 to local, state, or federal payroll taxes or withholdings.

////

1 **ATTORNEYS' COSTS & FEES**

2 19. My firm's costs are approximately \$6,908.53. (A true and correct copy of Janelle
3 Carney – Attorney at Law, APC's (JCAL) detailed costs billing is attached hereto as **Exhibit 2**).
4 The costs incurred as reflected in **Exhibit 2** consist of filing fees, litigation costs, experts, and
5 various other litigation related costs incurred and paid by JCAL over the past approximately two
6 years. I have reviewed JCAL's costs, and each itemized entry as reflected in **Exhibit 2** and I
7 believe that each cost is reasonable and necessary in the prosecution of this action in the superior
8 court as well as arbitration. The attorneys' costs were a result of investigation, research, litigation,
9 experts, consultants, mediation, and other related matters to the prosecution of this case, as
10 evidenced by the cost bills attached as **Exhibit 2**. All of the costs are actual checks written or
11 "hard" costs. The "hard" costs represent checks written by declarant's office to prosecute this
12 matter. That is, before any reimbursement from any person, JCAL had incurred \$ 6,908.53 in costs.
13 The bills have a summary of costs as its last page. All "hard" costs on the attached bill represents
14 costs that JCAL incurred and paid. JCAL does not include any interest, markup or any premium
15 amount on the costs actually incurred and paid.

16 20. The total lodestar for all counsel and paralegals is: \$231,582.50. At this time, there
17 is a very modest multiplier request of approximately **1.28** since the requested fee application is for
18 \$297,500.00. The multiplier is calculated by taking actual value of the attorneys' fee requested of
19 \$297,500.00 dividing said value by the lodestar amount of fees which is **\$231,582.50**
20 $(\$297,500 \div \$231,582.50 = 1.28)$. Based on the excellent result from a monetary and non-monetary
21 basis, the attorneys' fees award should be granted. In the past, counsel have been approved at these
22 billing rates with a multiplier of 2.75 to 4. I personally have reviewed each time entry for accuracy
23 and believe to the best of my ability that each entry accurately reflects the description of work
24 performed, the date the work was done and the attorney billing for said work. A true and correct
25 copy of our firm's hourly billing including my paralegal's time (attorney client information
redacted) is attached hereto as **Exhibit 3**.

26 21. At the current time, JCAL has billed not less than 109.10 hours at a lodestar value of
27 approximately \$90,720.00, which averages to an hourly rate of \$831.53. Plaintiff anticipates that
28 counsel will incur up to another 10-15 hours to appear at the hearing, ensure the settlement receives

1 approval, and comply with the filing of post hearing filings once the settlement is distributed to the
2 aggrieved employees as well as answer any questions any Aggrieved Employee may have.

3 22. As set forth above, I participated extensively in the investigation, discovery, law
4 and motion, and mediation. I am very familiar with the contingent fee market throughout
5 California, particularly as it pertains to complex employment, wage and hour, and class action
6 litigation. On behalf of LOJA and JCAL, I have negotiated numerous contingency fee agreements
7 with plaintiffs both as individuals and as representatives in class action suits. Many of those
8 agreements provide that counsel will receive a fee that is between 30%-45% of any recovery that is
9 obtained, and, in addition, that counsel be reimbursed for the costs they incurred out of a recovery
10 amount. The individual Plaintiff signed a contingency fee agreement that compensating counsel up
11 to 35% of any gross settlement. My regular hourly fee of \$850 in complex litigation is reasonable.
12 Counsel for Plaintiff are experienced employment lawyers and have extensive experience in the
13 specific subcategory of wage and hour claims.

14 These are typical and standard rates in employment related contingency agreements in the
15 Los Angeles, Riverside, San Bernardino, Orange County, San Diego, and throughout California.
16 Indeed, in my opinion, the Plaintiff in this complex wage and hour PAGA and class action case
17 could not have retained competent counsel in California, particularly with the considerable skill
18 and expertise of my firm for any amount significantly less than the contingency fee percentage
19 provided in these retainer agreements. Plaintiff's Counsel has advanced all costs and taken on a
20 substantial risk without the guarantee of a payout.

21 23. The parties have agreed to retain the services of Rust Consulting, Inc. ("Rust") to
22 administer the writing of checks and sending payment to each Aggrieved Employee. A true and
23 correct copy of Rust's estimate dated September 16, 2024, to administer this settlement is attached
24 hereto and marked as **Exhibit 4**. Said costs will not exceed \$7,987.00. Rust's qualifications are
25 attached hereto as **Exhibit 5**.

26 24. On or about December 23, 2025, my assistant uploaded the proposed settlement to
27 the LWDA, pursuant to *Labor Code* § 2699 (l)(2). A true and correct copy of the proof of
28 submission email is attached hereto as **Exhibit 6** (See also POS). Further, my office will upload

1 the conformed copies of the Notice of Motion, the MP&A, and the declarations on the LWDA once
2 received from the Court.

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

5 Executed at Chino Hills, California on this 23rd day of December.

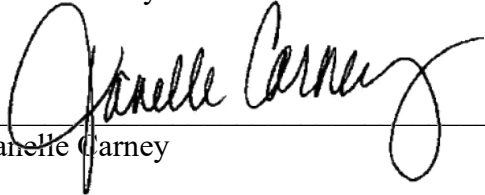
6
7 
8 Janelle Carney

Exhibit 1

TALLEY v. TRAVEL NURSE ACROSS AMERICA, LLC
SANTA CLARA SUPERIOR COURT, CASE NO. 22CV403416
PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Kaitlin Talley (“Plaintiff”) and Defendant Travel Nurse Across America, LLC (“Defendant” or “TNAA”) (collectively referred to hereinafter, the “Parties”). The Parties agree to a PAGA settlement of the lawsuit entitled *Talley v. Travel Nurse Across America, LLC*, Santa Clara Superior Court Case No. 22CV403416.

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Travel Nurse Across America, LLC, captioned *Talley v. Travel Nurse Across America, LLC*, Santa Clara Superior Court Case No. 22CV403416 initiated on September 22, 2022, and pending in Superior Court of the State of California, County of Santa Clara.

1.2 “Administrator” means Rust Consulting, Inc. (“Rust”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4 “Aggrieved Employee” means in the context of this settlement agreement only:

All hourly non-exempt employees of TNAA employed in California, during the relevant time period of September 2, 2021 through December 18, 2024, or the date of Court approval of the Settlement, whichever comes first.

1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in possession of TNAA including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA pay periods.

1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employees’ mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7 “Court” means the Superior Court of California, County of Santa Clara.

1.8 “Defense Counsel” means Akerman LLP.

AKERMAN LLP
SARAH KROLL-ROSENBAUM
ANTHONY D. SBARDELLATI
633 West Fifth Street, Suite 6400
Los Angeles, California 90071
Telephone: (213) 688-9500

1.9 “Effective Date” means the date by which the last of the following has occurred: 1) the Court has issued the Approval Order, dismissed Plaintiff's PAGA claims with prejudice, and entered Judgment in accordance with the terms described herein; and 2) if the State of California, acting through the LWDA or any other administrative agency or official, or any third party timely objects to the Settlement or intervenes in the Action: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, or the date of dismissal of such appeal, (ii) if no objection or intervention then, entry of Judgment is the Effective Date.

1.10 “Gross Settlement Amount” means Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00) (“PAGA Gross Settlement Amount”), which is the total amount TNAA agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment.

1.11 “Individual PAGA Payment” means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods the Aggrieved Employee worked during the PAGA Period.

1.12 “Judgment” means the judgment entered by the Court based upon the Approval Order.

1.13 “LWDA” means the California Labor and Workforce Development Agency, the agency designated under Labor Code section 2699, subdivision (i).

1.14 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.15 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Representative Service Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16 “PAGA Counsel” means the attorneys representing the Plaintiff in the Action:

Janelle Carney
janelle@janellecarneylaw.com
JANELLE CARNEY ATTORNEY AT LAW, APC
14758 Pipeline Ave, Suite E
Chino Hills, CA 91709
Telephone: 909.521.9609

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FRONTIER LAW CENTER
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

1.17 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, not to exceed 35% of the Gross Settlement Amount.

1.18 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked TNAA for at least one day during the PAGA Period.

1.19 “PAGA Period” means the period from September 2, 2021 through December 18, 2024 or the date the court approves the Settlement, whichever is first.

1.20 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.21 “PAGA Notice” means Plaintiff’s September 2, 2022 letter to TNAA and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.22 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (currently estimated to be \$132,003.25) and the 75% to LWDA (currently estimated to be \$396,003.25) in settlement of PAGA claims.

1.23 “Plaintiff” means Kaitlin Talley, the named plaintiff in the Action.

1.24 “Approval Order” means the Court Order Granting Approval of PAGA Settlement.

1.25 “Released PAGA Claims” means the claims being released by the Plaintiff and

PAGA Counsel and as described in Paragraph 5 below.

1.26 “Released Parties” means TNAA, and its owners, agents, attorneys, insurers, past, present, and future divisions, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, healthcare facility clients, any and all facilities where any Aggrieved Employees performed work for TNAA, any and all entities that operate those facilities, any and all alleged joint employers, privies, and/or any and all persons and/or corporate entities acting by, through, under or in concert with any of them.

1.27 "Representative Service Payment" means the \$1,500 payment to the Plaintiff for initiating the Action and providing services in support of the Action.

1.28 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.29 “TNAA” means named Defendant Travel Nurse Across America, LLC.

2. RECITALS.

2.1 On September 22, 2022, Talley filed a Class Action Complaint against TNAA in the Santa Clara Superior Court (Case No. 22CV403416) (the "Class Action"), which alleged causes of action for: (1) unfair competition in violation of Business and Professions Code section 17200; (2) failure to pay all wages; (3) failure to pay sick pay at the correct regular rate; (4) failure to pay minimum wages; (5) inaccurate wage statements; and (6) failure to pay final wages upon separation.

2.2 On November 8, 2022, Talley filed a First Amended Complaint (the “FAC”) against TNAA, which added a claim for PAGA penalties to the Class Action based on the following theories, among others: (1) failure to pay overtime, meal and rest premiums, and sick pay at the correct rate of pay; (2) failure to include certain remuneration in employees’ regular rate, including without limitation, nondiscretionary bonuses, charge nurse premiums, shift differentials, housing stipends, and meals and incidental stipends; (3) failure to pay minimum wages, including for off-the-clock work related to onboarding processes, and by maintaining on-call and standby time requirements (4) failure to pay due and owing wages upon ending of employment; (5) failure to provide complete and accurate wage statements; and (6) waiting time penalties.

2.3 On May 22, 2023, TNAA filed a Motion to Dismiss Class Claims, Compel Arbitration of Individual Claims, Stay Non-Individual PAGA Claims, and Stay Entire Action as its responsive pleading to the FAC (the "MTCA"). On June 6, 2023, Talley filed an Opposition to the MTCA, and on June 16, 2023, TNAA filed a Reply in support of its MTCA. On July 24, 2023, the Court granted in part TNAA’s MTCA, ordered Plaintiff’s class claims dismissed, ordered Plaintiff’s individual claims to arbitration, and entered a stay of all proceedings including the representative portion of the PAGA claim, pending arbitration.

2.4 On August 4, 2023, Talley initiated an arbitration of her individual claims remaining from the FAC with the American Arbitration Association (Case No. 01-23-0003-4749) (the "Arbitration"), which incorporated by reference the underlying theories and substantive claims remaining from the FAC. The Parties litigated Talley's individual claims in arbitration for approximately eight months, and mutually agreed to abandon the Arbitration before any rulings on the merits were issued by the arbitrator. On April 25, 2024, the Parties agreed to return to court to litigate Plaintiff's PAGA action, subject to a stay to determine whether this matter was capable of resolution at mediation.

2.5 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to TNAA and the LWDA by sending the PAGA Notice.

2.6 On September 18, 2024, the parties participated in an all-day mediation presided over by Monique Ngo-Bonnici which led to this agreement to settle the action after significant pre-mediation discussions and an informal exchange of data (including time and pay data for Aggrieved Employees during the PAGA Period).

2.7 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, TNAA promises to pay Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00) and no more as the Gross Settlement Amount. TNAA has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to TNAA.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%, which is currently estimated to be \$297,500.00, and PAGA Counsel Litigation Expenses Payment of not more than \$15,000.00. TNAA will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. However, if the Court awards a lesser amount, it shall not affect the terms of the Parties' Settlement. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment.

The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds TNAA harmless, and indemnifies TNAA, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$7,987.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$7,987.00, the Administrator will retain the remainder in the Net Settlement Amount. If the Administration Expenses exceed the amount approved by the Court, TNAA will have no obligation to pay any money in addition to the Gross Settlement Amount to account for the excess administration costs.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$528,013.00 to be paid from the Gross Settlement Amount, with 75% (\$396,009.75) allocated to the LWDA PAGA Payment and 25% (\$132,003.25) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$132,003.25) by the total number of PAGA Period pay periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period pay periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.4 Payment to the Named Plaintiff. Representative Service Payment to Plaintiff of not more than \$1,500.00 (in addition to any Individual PAGA Payment). TNAA will not oppose Plaintiff's request for a Representative Service Payment that does not exceed this amount. However, any portion of the requested enhancement award that is not approved by the Court shall become part of the Net Settlement Amount. The Administrator will pay the Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Representative Service Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records, TNAA estimates there are 1,470 Aggrieved Employees who worked a total 41,889 of PAGA Pay Periods from September 22, 2021 through September 18, 2024.

4.2 Aggrieved Employee Data. Within 30 days of the Approval Order, TNAA will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. TNAA has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which TNAA must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. TNAA shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date or January 30, 2025 whichever is later.

4.4 Payments from the Gross Settlement Amount. Within 14 days after TNAA funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the Representative Service Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check must be cashed. The Administrator will cancel all checks not cashed by the void date. To the extent any settlement checks are not cashed within one hundred and eighty (180) days of issuance, such funds will be distributed to the California State Controller to be deposited in the Unclaimed Property Fund in the name of the Aggrieved Employee. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved

Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate TNAA to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when TNAA fully funds the entire Gross Settlement Amount, Plaintiff, all Aggrieved Employees, the State of California, the LWDA, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Upon approval of the settlement by the Court, all Aggrieved Employees (including Plaintiff), the state of California, and the LWDA shall release all claims pled or that could have been pled in the First Amended Complaint for Santa Clara Superior Court Case No. 22CV403416 ("Complaint") pursuant to the Labor Code Private Attorneys' General Act ("PAGA"), California Labor Code §§ 2698, et seq., deriving from and/or based on the facts alleged in the Complaint and Plaintiff's PAGA letter, arising out of or related to services to or work performed for TNAA during the PAGA Period upon approval of the settlement, including claims for penalties, interest, attorneys' fees and/or costs. The release shall encompass all claims, causes of action or liability pursuant to the PAGA, including but not limited to any penalties based on alleged violations of the IWC Wage Orders or California Labor Code sections §§ 201, 202, 203, 204, 226, 226.3, 226.7, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, and 2810.5. The settlement shall be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against TNAA for the released Labor Code and/or Wage Order violations suffered by any of the Aggrieved Employees (i.e., entry of Judgment shall have res judicata effect as to those claims of the LWDA, whether pursued directly by the LWDA or by a representative pursuant to PAGA). The release shall include TNAA, and its owners, agents, attorneys, insurers, past, present, and future divisions, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, healthcare facility clients, any and all facilities where any Aggrieved Employee performed work for TNAA, any and all entities that operate those facilities, any and all alleged joint employers, privies, and/or any and all persons and/or corporate entities acting by, through, under or in concert with any of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil

Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees and the LWDA:

All Aggrieved Employees, the state of California, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint and the PAGA Notice, and alleged in the Action, including but not limited to claims for all alleged Labor Code and Wage Order violations specified therein. The settlement shall be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against TNA for the released Labor Code and/or Wage Order violations suffered by any of the Aggrieved Employees (i.e., entry of Judgment shall have res judicata effect as to those claims of the LWDA, whether pursued directly by the LWDA or by a representative pursuant to PAGA)..

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Counsel Fees incurred in connection with the Complaint and the PAGA Period facts stated in the Complaint, the PAGA Notice, and alleged in the Action, including but not limited to claims for all alleged Labor Code and Wage Order violations specified therein.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft of the stipulation and/or notice, and memorandum in support, of the Motion for Approval; (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature

and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees and/or the Administrator; (v) a signed declaration from PAGA Counsel attesting to its competency to represent the Aggrieved Employees; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the Complaint filed in the Action (Lab. Code, §2699, subd. (1)(1)); and (vii) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement so that it can be filed. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator. PAGA Counsel will provide Defense Counsel at least five (5) business days to review and comment on the application or motion for approval before filing. The Parties will work in good faith to resolve any disagreements regarding the application or motion for approval.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Rust to serve as the Administrator and verified that, as a condition of appointment, Rust agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund

that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

8.1 Based on a review of its records for the period of September 22, 2021 through September 18, 2024, TNAA estimates that, as of September 18, 2024, there are 1,470 Aggrieved Employees who worked 41,889 pay periods.

8.1.1: Escalator Clause: TNAA has represented that there are approximately 41,889 pay periods from September 22, 2021 through September 18, 2024. This is a material representation for Plaintiff to enter into this agreement. Should the actual number of pay periods during the PAGA Period increase beyond 10%, TNAA shall have the option of (a) increasing the Gross Settlement Amount (i.e. \$850,000.00) by the percentage increase in the number of PAGA Pay Periods above 10% (e.g. if the number of PAGA Pay Periods increases by 11%, the Gross Settlement Amount apportioned to PAGA will increase by 1%), or (b) rolling back the PAGA Period to the date in which 46,078 pay periods is met.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by

TNAA that any of the allegations in the Complaint, the Action, or the PAGA Notice have merit or that TNAA has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that TNAA's defenses in the Action have merit. TNAA denies that it has engaged in any unlawful activity, that it failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Action, and that, but for this Settlement, non-exempt employees should not be deemed Aggrieved Employees in this lawsuit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, TNAA reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest TNAA's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Confidentiality Prior to Preliminary Approval. Plaintiff and PAGA Counsel agree that, until the motion or application for approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a matter determined by a court to be "related" within the meaning of California Rule of Court 3.300 or similar federal or state law; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Plaintiff and PAGA Counsel agree to immediately notify TNAA of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff and PAGA Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the motion or application for Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. If PAGA Counsel describes or lists this Settlement on their website, other online media, or marketing materials, they may not mention TNAA by name. This paragraph does not restrict PAGA Counsel's communications with Aggrieved Employees in accordance with any ethical obligations owed to Aggrieved Employees by PAGA Counsel.

10.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

10.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and TNAA, respectively, to

take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.7 No Tax Advice. Neither Plaintiff, PAGA Counsel, TNAA nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.12 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.13 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the

PAGA Data provided to PAGA Counsel by TNAA in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from TNAA unless, prior to the Administrator's payment of all Settlement Funds, TNAA makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Via counsel listed above.

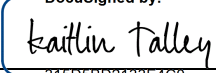
To TNAA: Via counsel listed above.

10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

10.19 Rights of Termination. Except as set forth above, if the Court or, in the event of an appeal, any appellate court refuses to approve, or modifies, any material aspect of this Agreement or the proposed Approval Order or Final Approval Order and Judgment, including but not limited to any judicial findings included therein,

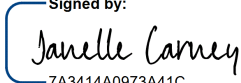
Plaintiff or TNAA may terminate this Agreement and the Settlement as set forth below. The Parties acknowledge and agree that any modification to the terms of this Agreement relating to the scope of the release, or to TNAA’s financial obligations, shall be deemed a material modification constituting grounds for cancellation or termination of the Agreement and the Settlement. Within fifteen (15) days of the Settlement Administrator receiving notice from any Party of such termination, (i) the Settlement Administrator shall return the balance of the settlement fund, including any interest, to TNAA, and (ii) the Settlement Administrator shall provide the Parties with a report of all Administration Costs incurred. The Party terminating the Agreement will be responsible for paying any Administration Costs. If the Parties mutually terminate the Agreement, Plaintiff and TNAA each will be responsible for paying fifty percent (50%) of any Administration Costs.

DocuSigned by:


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Kaitlin Talley

For Plaintiff
11/11/2024

(date)

Signed by:


7A3414A0973A41C...
Janelle Carney

Counsel for Plaintiff
11/11/2024

(date)

For Travel Nurse Across America, LLC

(date)

Counsel for Travel Nurse Across America, LLC

(date)

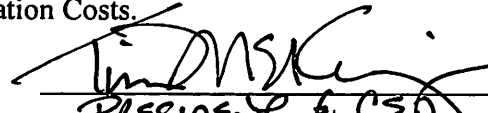
Agreement relating to the scope of the release, or to TNAA's financial obligations, shall be deemed a material modification constituting grounds for cancellation or termination of the Agreement and the Settlement. Within fifteen (15) days of the Settlement Administrator receiving notice from any Party of such termination, (i) the Settlement Administrator shall return the balance of the settlement fund, including any interest, to TNAA, and (ii) the Settlement Administrator shall provide the Parties with a report of all Administration Costs incurred. The Party terminating the Agreement will be responsible for paying any Administration Costs. If the Parties mutually terminate the Agreement, Plaintiff and TNAA each will be responsible for paying fifty percent (50%) of any Administration Costs.

For Plaintiff

(date)

Counsel for Plaintiff

(date)



PRESIDENT & CEO
For Travel Nurse Across America, LLC
November 12, 2024

(date)



Anthony D. Sbardellati, Esq.
Counsel for Travel Nurse Across
America, LLC
November 13, 2024

(date)

Exhibit 2

Janelle Carney - Attorney at Law, APC

All Dates

	Date	Transact ion Type	Num	Name	Memo/Description	Split	Amount
Expenses							
Court Costs							
	09/23/2022	Expense		janney & janney	court filing costs	citibank	1,501.03
	10/18/2022	Expense		janney & janney	filing cost	Capitol One Credit card	16.27
	10/22/2022	Expense		janney & janney	JANNEY & JANNEY ATTORNEY	Capitol One Credit card	16.27
	12/16/2022	Expense		janney & janney	filing costs	Capitol One Credit card	16.27
	01/21/2023	Expense		janney & janney	filing costs	Capitol One Credit card	16.27
	01/31/2023	Expense		janney & janney	filing costs	Capitol One Credit card	16.27
	06/06/2023	Expense		janney & janney	JANNEY & JANNEY ATTORN 213-6286338 CA	citibank	16.27
	10/09/2024	Expense		janney & janney	filing costs	Capitol One Credit card	16.27
Total for Court Costs							\$ 1,614.92
expert witness							
	10/17/2024	Check		JT Calcs	CHECK 1388	Checking (9585)	400.00
Total for expert witness							\$ 400.00
Mediation							
	05/08/2024	Check	1335	signature resolution	CHECK 1335	Checking (9585)	4,497.50
Total for Mediation							\$ 4,497.50
Postage							
	11/05/2024	Expense		Federal Express	FEDEX473190801 MEMPHIS TN	citibank	33.86
Total for Postage							\$ 33.86
Uncategorized Expense							
	08/05/2023	Expense		American Arbitration Assoc	AMERICAN ARBITRATION ASSO	Capitol One Credit card	362.25
Total for Uncategorized Expense							\$ 362.25
Total for Expenses							\$ 6,908.53
Net Income							

Exhibit 3

Janelle Carney, Attorney at Law, APC
14758 Pipeline Ave, Suite E, Chino Hills, CA, 91709

Kaitlin Mahealani Talley
27100 Canones Place
Santa Clarita CA 91350

Date: 12/20/2024
File Number: 62142/
Invoice Number: Draft

Re: Talley v. TNAA (Travel Nurse Across America)

<u>Date</u>	<u>Initials</u>	<u>Description of Service</u>	<u>Hours</u>	<u>Amount</u>
09/01/2022	JC	Review documents and prep JPA (2.)	2.00	1,700.00
09/02/2022	JC	Revise LWDA ltr to add standby /2810.5 claim (.8)	0.80	680.00
09/14/2022	JC	Draft Complaint (7.)	7.00	5,950.00
09/22/2022	JC	Finalize complaint, summons, civil case cover etc (.8)	0.80	680.00
09/30/2022	JC	Prep ntc and ack and email opc w/ all docs (1.)	1.00	850.00
10/07/2022	JC	Notice of order re complex and email re courtesy service (.8)	0.80	680.00
10/13/2022	JC	Serve ntc of entry of order and email opc re time to talk (.4) review ntc of appearance (.4)	0.80	680.00
11/08/2022	JC	FAC and email to opc w/ FAC (1.5)	1.50	1,125.00
12/12/2022	JC	Email to opc re meet and confer (.4)	0.40	300.00
12/15/2022	JC	Prep draft initial status conference statement (1.)	1.00	750.00
12/22/2022	JC	Review arb agreement (.4) finalize plaintiff's joint statement (.4) email opc (.4)	1.20	900.00
01/13/2023	JC	Follow up email re joint report (.4)	0.40	300.00
01/17/2023	JC	Review CMC statement and accept changes (.8)	0.80	600.00
01/19/2023	JC	Review further redline changes and finalize the cmc statement. (.5)	0.50	375.00
03/14/2023	JC	Review email/ updated SC statement and respond (.4)	0.40	300.00
03/30/2023	JC	Attend CMC and memo to file (1.5)	1.50	1,200.00
05/24/2023	JC	Review mtg to compel arb, LR issues, start oppo and obj to decl (6.)	6.00	4,800.00
05/30/2023	JC	Continued LR and work on Oppo to Mtx to compel arb (3.)	3.00	2,400.00
06/02/2023	JC	Finalize oppo and draft decl and obj to def evidence (1.5)	1.50	1,200.00
07/19/2023	JC	Review TR adn email opc re submit (.8)	0.80	640.00
08/02/2023	JC	Draft Demand for Arb	1.00	800.00
08/17/2023	JC	Telephone call to Anthony D. Sbardellati - left a message re resolution (.3)	0.30	240.00
09/18/2023	JC	LR various arbs and prep strike list letter (1.)	1.00	800.00
09/25/2023	JC	Review answering statement (.5)	0.50	400.00
11/15/2023	JC	Call w/ OPC and prep the AAA form for the MCC (1.)	1.00	800.00
11/28/2023	JC	Telephone call to Amy Semmel - spoke regarding arb setting (.7)	0.70	560.00
11/30/2023	JC	Review CMO (.4)	0.40	320.00
12/28/2023	JC	Email corresp w/ opc re claims (.8) initial set of arb disc (1.5)	2.30	1,840.00
01/10/2024	JC	Ltr to client re disc (.5)	0.50	400.00
01/25/2024	JC	Specification of claims (.5) prep PMQ depo ntc (1.)	1.50	1,200.00

02/12/2024	JC	Email corresp w/ OPC (.4)	0.40	320.00
02/13/2024	JC	Prepare responses to RFPD and Sprogs (3.5)	3.50	2,800.00
02/20/2024	JC	Finalize disc responses and send re verifications and doc production (2.)	2.00	1,600.00
02/27/2024	JC	Email corresp w/ opc re time for a call re meet and confer (.8)	0.80	680.00
03/05/2024	JC	Call w/ OPC re meet and confer on disc (.5) review emails (.4)	0.90	765.00
03/16/2024	JC	Review disc responses and draft a ltr (1.) corresp w/ FLC re true up per the call with OPC (.4) LR the case and facts / contracts in this case re Clarke v. AMN and email memo to FLC (1.)	2.40	2,040.00
04/01/2024	JC	Call w/ OPC re next steps (.8) email to Saxe and Pearl re available dates for mediation (.8)	1.60	1,360.00
04/10/2024	JC	Email to opc re stip (.8)	0.80	680.00
05/01/2024	JC	Review emails re mediation and review mediator info (.8) Draft mediation data request letter (.8)	1.60	1,360.00
06/26/2024	JC	Mediation attendance ltr (.8)	0.80	680.00
07/08/2024	JC	Email corresp w/ opc re status of data for mediation (.40)	0.40	340.00
07/09/2024	JC	Email corresp w/ OPC and JT re mediation data (.8)	0.80	680.00
07/25/2024	JC	Email corresp w/ opc re data (.4)	0.40	340.00
09/09/2024	JC	Legal Research and draft Mediation brief (5.5)	5.50	4,675.00
09/12/2024	JC	Email corresp w/ JT and finalize med brief (2.5)	2.50	2,125.00
09/13/2024	JC	Email corresp w/ JT and finalize brief for service on mediator (2.); Draft proposed MOU (2.)	4.00	3,400.00
09/18/2024	JC	Attend mediation (8.) review Mediator's proposal (.4) revise MOU draft (.8)	9.20	7,820.00
09/19/2024	JC	Review redline of MOU and respond (.8)	0.80	680.00
09/20/2024	JC	Email corresp w/ OPC re MOU (.5)	0.50	425.00
09/23/2024	JC	Email opc (.4)	0.40	340.00
09/30/2024	JC	Prep long form PAGA agreement (2.5)	2.50	2,125.00
10/02/2024	JC	Ltr to client re tax treatment of settlement funds (.7)	0.70	595.00
10/06/2024	JC	Review redline to post status conference statement and finalize and email opc (.4)	0.40	340.00
10/09/2024	JC	Email corresp w/ OPC re additional changes to the long form indy settlement and make adjustments (.8)	0.80	680.00
10/10/2024	JC	Email client w/ updated agreement and email opc signature page w/ w-9 (.8) make additional changes to long form agreement and email opc (.4)	1.20	1,020.00
10/14/2024	JC	Email opc re w-4 (.4)	0.40	340.00
10/18/2024	JC	Email corresp w/ OPC (.4) review redline to long form agreement and accept changes/make one additional change and email opc (1.)	1.40	1,190.00
10/28/2024	JC	Letter re disbursement and tax letter (.8)	0.80	680.00
11/20/2024	JC	Prep ex parte approval papers (2.5) prep decl JC re approval of settlement and prep decl of Talley re approval fo settlement (4.5)	7.00	5,950.00
11/21/2024	JC	Draft MPAs for Approval of PAGA (5.)	5.00	4,250.00
12/04/2024	JC	Prep stip re approval (1.); Prep PROO and provide to FLC and forward changed PROO to OPC (1.5)	2.50	2,125.00
12/07/2024	JC	Review OPC changes to stip and proo and accept and reply (.8)	0.80	680.00
12/10/2024	JC	Finalize Talley decl and JCAL decl for approval (1.)	1.00	850.00
12/13/2024	JC	Email corresp w/ OPC (.4)	0.40	340.00
12/19/2024	JC	Update JC decl w/ Kullar analysis and Revise MPAS to include Kullar and adjust costs figure and insert decl cites (2.5)	2.50	2,125.00
12/20/2024	JC	Finalize the MPA re Ackerman edits and add multiplier language in decl/mpa (1.)	1.00	850.00
Total Fees			109.10	\$90,720.00

Time Summary

<u>Initials</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
JC	831.53	109.10	90,720.00

PER: _____

Janelle Carney

Wilkinson Paralegal Services

15455 NW 128th St.
Platte City, MO 64079
Phone (626) 622-5842
Email: jwilki77@gmail.com

Janelle Carney - Attorney at Law, APC

14758 Pipeline Ave., Suite E, 2nd Floor
Chino Hills, CA 91709
(909) 521-9609

FOR:

Services Rendered
11/01/2022 – 10/31/2023

CASE/PROJECT	DATES OF SERVICE	DESCRIPTION OF SERVICES	HOURS	AMOUNT
Talley v. Travel Nurse Across America	8.16.2022 – 8.31.2022	Save intake in WD; Open new Amicus file Prep draft JPA; Email JC	.95	\$237.50
Talley v. Travel Nurse Across America	9.01.2022 – 9.15.2022	Review LWDA letter; search WD for complaint to use as base; corresp with JC Look up Defendant info on CA Sec State website; Prep draft Complaint Continue draft Complaint Complete draft Complaint; email JC	2.75	\$687.50
Talley v. Travel Nurse Across America	9.16.2022 – 9.30.2022	Revise Complaint per JC revisions; email JC; Complete revisions to complaint; email JC; Review complaint for formatting; Finalize Complaint in PDF; re-add JC signature to Foxit; prep Summons, Civil Case Cover Sheet; email JC Finalize Summons, Complaint and Civil Case Cover Sheet, save to desktop; upload to J&J for e-filing Download and save Notice from Court; cal dates; email Rowena at court re how to add my email as service recipient; Add OPC info to Amicus - update his contact card with new firm info; run complaint filing date through Deadlines.com and cal in Amicus; add Court/Judge info to Amicus; prep draft NAR; email JC Finalize NAR; compile docs for service; email JC	8.12	\$292.32
Talley v. Travel Nurse Across America	10.01.2022 – 10.14.2022	Download and save Order Deeming Case Complex; Confirm	1.72	\$430.00

		all dates are on calendar; prep draft Notice of Entry; Email JC; Attempt to create JC e-sig in Adobe Email JC to follow up on Notice of Entry Finalize Notice of Entry of Order Deeming Case Complex; email JC Email correspondence with JC; review Notice of Order Deeming complex Prep POS for file; Add POS to Notice of Order; email JC; add OPC to Amicus; Save Notice of Entry of Order Deeming Case Complex to desktop for upload; upload to J&J for filing		
Talley v. Travel Nurse Across America	10.17.2022 – 10.31.2022	Download and save and signed Notice and Acknowledgement; run date through Deadlines.com; calendar in Amicus; upload NAR to J&J for filing	.95	\$237.50
Talley v. Travel Nurse Across America	11.01.2022 – 11.15.2022	Prep draft First Amended Complaint with track changes; email JC Finalize FAC with exhibit and POS; email JC Save final FAC to desktop; upload to J&J for filing	1.48	\$53.28
Talley v. Travel Nurse Across America	12.01.2022 – 12.15.2022	Review court Minute Order; Prep draft Joint initial CMC statement shell; email JC	1.0	\$250.00
Talley v. Travel Nurse Across America	12.16.22 – 12.30.22	Revise Joint Initial CMC Statement; email JC; Review court's order re meet and confer topics and CMC statement; correspond with JC	.73	\$182.50
Talley v. Travel Nurse Across America	1.16.2023 – 1.31.2023	Revise Joint CMC Statement to fix extra page; convert to PDF and finalize with POS and s/ for all; serve all counsel via email; save to desktop; upload to J&J for e-filing Prep Notice of Remote Appearance on judicial council form; email JC Check Santa Clara Superior Court re judge assignment; update Amicus with new Judge info; update CMC cal entry with correct remote appearance link;	1.80	\$450.00

		finalize Notice of Remote Appearance; serve Notice of Remote Appearance via email; upload to J&J for filing		
Talley v. Travel Nurse Across America	2.01.2023 – 2.15.2023	Check Santa Clara Superior Court docket and WD for notice of case reassignment; email JC; Download and save Order Granting Defendant's CCP 170.6 challenge Review court docket re CMC; mark CMC vacated; download and save order of reassignment; update Amicus and cal dates; email correspondence with JC	.98	\$245.00
Talley v. Travel Nurse Across America	2.16.2023 – 2.28.2023	Check to see if dept. uses Courtcall or Zoom; confirm TEAMS link for CMC; email JC	.17	\$42.50
Talley v. Travel Nurse Across America	3.01.2023 – 3.15.2023	Check to see if dept. uses Courtcall or Zoom; confirm TEAMS link for CMC; email JC	.17	\$42.50
Talley v. Travel Nurse Across America	4.03.2023 – 4.14.2023	Calendar Deadlines and hearing for Def. Motion to Compel Arbitration	.47	\$117.50
Talley v. Travel Nurse Across America	5.16.2023 – 5.31.2023	Prep Oppo to Mx Compel Arb per JC revisions; Prep objection to Decl Davies Continue draft objection to Decl. Davies	1.88	\$470.00
Talley v. Travel Nurse Across America	6.01.2023 – 6.15.2023	Review JC email; Revise Oppo to Mx Compel Arb for formatting; prep tables; compile Oppo in PDF with tables; prep draft Decl JC; email JC; Finalize Objection in PDF; prep draft POS; email JC; finalize Decl JC with Exhibit; finalize POS; serve all counsel via email; upload to J&J portal for filing	4.20	\$1,050.00
Talley v. Travel Nurse Across America	7.17.2023 – 7.31.2023	prep Demand for Arbitration on form; email JC Download and save Order on Def. mx Compel	.45	\$112.50
Talley v. Travel Nurse Across America	8.01.2023 – 8.15.2023	Revise Demand for Arbitration Finalize Demand for Arbitration with POS; serve via email; upload to AAA Check court docket to see if CMC still on cal; email JC	3.05	\$762.50
Talley v. Travel Nurse Across America	8.16.2023 – 8.31.2023	Check AAA confirmation for what's next; email JC	.18	\$45.00

Talley v. Travel Nurse Across America	9.01.2023 – 9.15.2023	Download docs from AAA and save in WD; Calendar relevant dates;	.30	\$75.00
Talley v. Travel Nurse Across America	9.18.2023 – 9.30.2023	Prep letter to AAA with strike and rank list of arbitrators; email JC Finalize strike and rank letter to AAA; email Denise Crow Cal deadline for strike/rank second list of arbitrators Prep second strike/rank list of arbitrators; Finalize letter to AAA re: second strike and rank list of arbitrators; email Denise Crow and counsel	1.95	\$487.50
Talley v. Travel Nurse Across America	10.16.2023 – 10.31.2023	Download and save docs from AAA; cal deadline; create contact card for arbitrator; email JC	.22	\$55.00
Talley v. Travel Nurse Across America	11.16.2023 – 11.30.2023	Prep AAA Management Conference Guide in PDF per JC revisions; email JC	.50	\$125.00
Talley v. Travel Nurse Across America	12.01.2023 – 12.15.2023	Read Arbitration Management Conference Order and cal all dates; email JC	1.6	\$400.00
Talley v. Travel Nurse Across America	12.18.2023 – 12.29.2023	Download and save Respondent discovery and cal response deadline Email correspondence with JC re: SPROGS; Finalize SPROGS #1 with POS; serve via email; Cal deadline for responses Prep draft RFPD #1; Prep draft SPRGOS #1; email JC Revise RFPD #1 and finalize in PDF with POS; Revise SPROGS #1; email JC	3.12	\$780.00
Talley v. Travel Nurse Across America	1.02.2024 – 1.15.2024	Prep draft email to client with discovery; Prep verifications; prep shells for discovery responses (RFPD #1 and SPROGS #1); email JC; send email to client with Def. discovery; upload verifications to Docusign	1.42	\$355.00

Talley v. Travel Nurse Across America	1.16.2024 – 1.31.2024	Prep Notice of Depo PMQ; email JC; search AAA website for Statement of Claims form; review email chain between JC/OPC; prep draft Amended Demand for Arbitration; email JC Revise Amended Demand for Arbitration; Email JC; Revise Notice of Depo PMQ Finalize Amended Demand for Arbitration with POS; email Denise Crow to add me to AAA web file; serve Amended Demand for Arb via email; upload to AAA Web File; Finalize Notice of Depo PMQ with POS; serve via email	3.18	\$795.00
Talley v. Travel Nurse Across America	2.01.2024 – 2.15.2024	Revise Responses to RFPD per JC written revisions; email JC Calendar extension on discovery responses Revise Responses to SPROGS per JC revisions; email JC Email client with discovery responses for review	3.02	\$755.00
Talley v. Travel Nurse Across America	2.16.2024 – 2.29.2024	Revise Responses to SPROGS #1 to add client responses; email JC; email client asking if she has any docs; Search files to see if we have docs from client; prep Verification forms for discovery responses; upload discovery responses and verification forms to Docusign Download docs from FLC and combine in PDF; email JC Email correspondence with Kaitlin Talley; Email correspondence with JC; bates stamp doc production; email JC Finalize Claimant's Responses to SPRGOS #1 & RFPD #1 with verifications and POS; Finalize Doc Production with POS; Email JC Serve discovery responses via email	1.87	\$467.50
Talley v. Travel Nurse Across America	3.01.2024 – 3.15.2024	Cal mutual extension on Motion to compel deadlines Update Amicus with OPC new address; update POS with OPC new address	.48	\$120.00

Talley v. Travel Nurse Across America	3.18.2024 – 3.29.2024	Prep M&C letter on letterhead; email JC Finalize M&C letter; email to OPC; cal response deadline	.63	\$157.50
Talley v. Travel Nurse Across America	4.16.2024 – 4.30.2024	Review email; Cal mediation date Download and save mediation docs to NetDocs; calendar all dates; email JC	.60	\$150.00
Talley v. Travel Nurse Across America	5.01.2024 – 5.15.2024	Prep Mediation letter per JC revisions; email JC Email OPC Mediation Data request	1.23	\$307.50
Talley v. Travel Nurse Across America	6.17.2024 – 6.28.2024	Revise mediation letter; email JC draft and mediator bio. Email client letter for signature via DocuSign. Sent letter for Walker.	3.35	\$837.50
Talley v. Travel Nurse Across America	7.01.2023 – 7.15.2023	call Kaitlin Talley; LVM regarding mediation letter; emailed JC. Save signed mediation letter to ND.	.32	\$
Talley v. Travel Nurse Across America	8.15.2024 – 8.30.2024	download mediation data points from OPC to ND. email JT latest copy of complaint per his request.	.35	\$87.50

Talley v. Travel Nurse Across America	9.03.2014 – 9.15.2024	Prep draft mediation brief Complete draft Mediation Brief; Email JC Revise Mediation Brief for Superior Court; email JC Search for cases in WD that have off the clock training claim; corresp. With JC Prep draft MOU; Email JC; Prep GSF Calculator spreadsheet; Complete draft GSF Calculator and email JC; search discovery for number of Aes; email JC Prep draft email to Admin for estimates; email JC draft mediation exhibits; Email Rust and ILYM requesting estimates; BW training -review docs Review mediation brief; search for exhibits; email JC Email JC re: exhibits; Finalize mediation brief Finalize Mediation Brief with Exhibits; search for mediator contact info; email mediator/counsel final brief and exhibits	7.63	\$1,907.50
Talley v. Travel Nurse Across America	9.16.2024 – 9.30.2024	Revise MOU; Email JC Upload FAC to LWDA and save confirmation in ND Prep draft indy settlement agreement based on JC revisions to Mathews	2.03	\$507.50
Talley v. Travel Nurse Across America	10.01.2024 – 10.15.2024	Review draft congrats letter to client and revise; email JC; search for another base congrats letter with tax language; email JC Finalize Joint Report Re: Outcome of Mediation with POS; serve via email; upload to J&J for filing Revise Long Form PAGA Settlement Agreement re-send updated Settlement Agreement for client signature; Check on whether FAC was uploaded to LWDA; upload W4 & W9 to Docusign for Talley Search Santa Clara Superior Court website for law & motion procedures; email complex civil clerk for hearing dates; email SD with Motion for Court Approval of PAGA Settlement project;	7.92	\$1,980.00

Talley v. Travel Nurse Across America	10.16.2024 – 10.31.2024	Review BW draft email; Assist BW with creating JCAL letterhead; email client to request direct deposit & bank account info for settlement payment. outgoing call to client RE: money wire and check being mailed out. LVM; revise congrats letter to client; send to JC for review. create FedEx label; send to JC. Revise disbursement agreement letter; send to JC for review; send agreement via Docusign; saved signed agreement to NetDocs.	3.07	\$930.00
Talley v. Travel Nurse Across America	11.04.2024 – 11.15.2024	Upload PAGA Settlement Agreement to Docusign for Talley/JC signature	.70	\$33.60
Talley v. Travel Nurse Across America	11.18.2024 – 11.29.2024	Search Santa Clara Superior Court website for ex parte procedures, etc.; email JC	5.83	\$280.00
			TOTAL: 82.37	TOTAL: \$20,592.50

Exhibit 4



Settlement Administration Estimate
Takley v Travel Nurse Across America PAGA
September 16, 2024

Prepared by:
Eric Bishop
Senior Vice President
612-359-2988
ebishop@rustconsulting.com

EXPERIENCE

With experience on approximately 4,000 labor and employment cases, we are the nation's largest labor and employment settlement administrator. We have managed employment settlements with class sizes ranging from dozens to multi-million class members. In fact, we've been trusted to administer many of the nation's largest settlements, including the nation's top wage-and-hour cases in recent years.

DATA SECURITY

Our internal data security practices meet or exceed today's exacting industry standards. Our enterprise-class data security measures are founded on standard business processes including a vigorous employee screening program, ongoing employee security training and a hardened production data center hosted at a Tier 1 network carrier, all designed for ensuring data integrity and security.

DEDICATED SPECIALISTS

Our labor and employment case team is strictly dedicated to managing settlement administration for cases involving matters such as wage-and-hour, FLSA, discrimination and ERISA. They're specialists, not generalists, with an industry reputation for responsiveness and expertise in relevant areas such as the applicable banking and tax regulations. We are confident that Rust is the best choice for the administration of your settlement.

Project Summary

Estimated Class Size 1,470

Project Cost

Mailed Notice & Fund Distribution	\$	3,864
Telephone Support	\$	1,288
Website	\$	-
Processing and Administration	\$	55
Project Management	\$	3,080
Other Out-of-pocket Expenses	\$	200
Total Project Cost	\$	8,487
	Discount	\$(500)
Total Project Cost w/ Discount	\$	7,987

Key Assumptions

**Spanish Translation Not Included
Notice & Checks Sent Together
Telephone Support Included
Post Docs on Rust Static Website
Payments Not Reportable**

Thank you for considering Rust Consulting, Inc. as your administrator -- we appreciate the opportunity to submit this estimate.



Settlement Administration Estimate
Takley v Travel Nurse Across America PAGA
September 16, 2024

Prepared by:
Eric Bishop
Senior Vice President
612-359-2988
ebishop@rustconsulting.com

Key Assumptions Used to Prepare this Estimate

Class Size	1,470	
Initial Mailed Notice:		
Mailed Notice	1,470	100.0%
Forwarded Notices	37	2.5%
Undeliverable Notices	147	10.0%
Re-Mailed Notices after Trace	118	80.0%
Telephone Support:		
Number of Telephone Contacts	147	10.0%
Connect Minutes per Call - CSRs	5.0	
Claimant Communications:		
Correspondence Received	4	0.3%
Payments	1,470	100.0%

Standard Hourly Rates*

SVP	\$175-\$275
Program Manager	\$160-\$180
Project Manager	\$100-\$140
Technical Consultant	\$110-\$180
Call Center Manager	\$125
CSR	\$ 43-\$ 50
Processor	\$ 43-\$ 50
Other	\$ 43-\$125

**Subject to change*

Additional Administration Assumptions Used to Prepare this Estimate:

Database Development: Receive and Process Database assumes that the data provided is complete with respect to the data components needed to mail and calculate settlement payments. Data that includes multiple records for individuals or work history that needs to be accumulated and totaled by individual generally requires additional efforts to bring to a point where it is final settlement data. These additional efforts can take a significant amount of time and should be considered when setting key settlement dates, especially the mailed notice deadline. Data must be provided in a complete, consistent, standardized electronic format. Rust's standard format is tab delimited text file with field headers, but without text qualifiers. Other formats may be accepted at Rust's discretion. Resources used to enhance or further develop non-standardized data will be billed on a time and materials basis according to Rust's Current Standard Hourly Rates.

CASS/NCOA/LACS: CASS - Coding Accuracy Support System; NCOA - National Change of Address; LACS - Locatable Address Conversion System.

Notice Package: Print and Mail per unit price is estimated. Actual prices will be provided after form is finalized prior to mailing.

Telephone Support included.

Processing & Administration: Receipt and Process Forms includes open, date stamp, label and data capture a 1-page form with up to five fields.

Project Management: Project Management fees are estimated and will be billed on actual time expended based on the rates found in the Current Standard Hourly Rates section above. The rates included in the estimate are a blended estimate of the rates listed above.

Out of Pocket Expenses: Includes post office box rental, overnight shipments, postage, labels, travel, long distance and other miscellaneous charges and expenses.

Pricing good for 90 days.



Settlement Administration Estimate
Takley v Travel Nurse Across America PAGA
September 16, 2024

Prepared by:
Eric Bishop
 Senior Vice President
 612-359-2988
 ebishop@rustconsulting.com

Administrative Task	Estimated Quantity		Per Unit	Task Amount	Total
Database Development					
Receive and Process Database	1.5 Hours @		\$ 175	\$ 263	\$ 263
<i>Additional Efforts to Finalize Settlement Data</i>				<i>As Incurred</i>	
Initial Mailed Notice					
CASS / NCOA / LACS Processing				\$ 150	
Spanish Translation				NA	
Print and Mail Notice & Check Package	1,470 Packages @		\$ 0.60	\$ 882	
Postage - 1 Ounce First Class	1,470 Packages @		\$ 0.73	\$ 1,073	
Check Processing	1,470 Payments @		\$ 0.20	\$ 294	
Monthly Bank Account Fee	6 Months @		\$ 50	\$ 300	\$ 2,699
Follow-up to Initial Notice					
Receive Undeliverable Notices and Update Database	147 Notices @		\$ 0.35	\$ 51	
Address Trace	147 Traces @		\$ 1.25	\$ 184	
Remail Notice & Check Package	154 Notices @		\$ 1.00	\$ 154	
Remail Postage - 1 Ounce First Class	154 Notices @		\$ 0.73	\$ 113	\$ 502
Telephone Support					
Telephone Support	6 Months @		\$ 200	\$ 1,200	
800# Charges	735 Minutes @		\$ 0.12	\$ 88	\$ 1,288
Website					
Post Docs on a Page within Rust's Static Website	1 Hours @		\$ 125	Waived	
Monthly Hosting	6 Months @		\$ -	Waived	\$ -
Processing and Administration					
Receipt, Process, and Validate Correspondence	1 Hours @		\$ 55	\$ 55	
Setup and Monitor Email Account				NA	\$ 55
<i>Additional Administrative Services Requested by Client</i>				<i>As Incurred</i>	
Tax Reporting					
Annual Fee -Qualified Settlement Fund	1 Year @		\$ 400	\$ 400	\$ 400
Project Management					
Senior Vice President	1 Hours @		\$ 200	Waived	
Project Management	13 Hours @		\$ 180	\$ 2,340	
Technical Consulting	4 Hours @		\$ 185	\$ 740	\$ 3,080
Other Charges and Out-of-pocket Costs					
					\$ 200
Total Settlement Administration Estimate					\$ 8,487



Settlement Administration Estimate
Takley v Travel Nurse Across America PAGA
September 16, 2024

Prepared by:
Eric Bishop
Senior Vice President
612-359-2988
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Terms and Conditions

All claims administration services to be provided by Rust Consulting to Customer shall be subject to the following terms and conditions:

1. **Services.** Subject to the terms hereof, Rust Consulting agrees to provide the Customer with claims administration services (hereinafter, "Claims Services") as specified in the Proposal provided to Customer to which these Terms and Conditions are attached.
2. **Term.** The terms of this agreement will remain in effect until completion of the Claims Services, unless earlier terminated in accordance with Section 10 hereof.
3. **Charges for Services.** Charges to the Customer for Claims Services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Customer to Rust Consulting. Actual fees charged by Rust Consulting to Customer may be greater or less than such estimate, and Customer shall be responsible for the payment of all such charges and expenses in accordance with Section 4 hereof. Furthermore, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by the Customer hereunder. Rust Consulting may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
4. **Payment of Charges.** Payment by Customer of Rust Consulting's monthly invoices shall be due upon receipt thereof. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Customer's liability to Rust Consulting for payment of Claims Services. Claims Services are not provided on a contingency fee basis.
5. **Confidentiality.** Rust Consulting agrees to implement and maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Customer data provided to Rust Consulting by Customer in connection herewith. Should Rust Consulting ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Customer, Rust Consulting will promptly notify the Customer, unless prohibited by applicable law. The Customer shall have the option to (1) provide legal representation at the Customer's expense to avoid such access or (2) promptly reimburse Rust Consulting for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Rust Consulting is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Rust Consulting will not be liable for breach of said obligation.
6. **Standard Banking Procedures.** In accordance with Rust Consulting's standard banking procedures, Rust Consulting will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. When directed to invest funds in an interest bearing or investment accounts, Rust Consulting intends to invest all funds in U.S. government backed securities, unless directed by the parties in writing or the settlement agreement or distribution plan to invest in other types of securities; however, even in cases where funds are temporarily placed in interest bearing or investment accounts, funds will eventually be migrated to a demand deposit checking account prior to a fund distribution.
7. **Rights in Data.** Rust Consulting does not convey nor does the Customer obtain any right in the programs, system data, or materials utilized or provided by Rust Consulting in the ordinary course of business in the performance of this Agreement.
8. **Document Retention.** Unless directed otherwise in writing by Customer, Rust Consulting will destroy undeliverable notice mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust Consulting will retain all bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
9. **Limitation of Liability; Disclaimer of Warranty.** Rust Consulting warrants that our services will be performed with reasonable care in a diligent and competent matter. Our sole obligation will be to correct any non-conformance with this warranty. Rust Consulting shall not be liable, whether under theories of contract, negligence or other tort, statutory duty or other theories of liability in an amount exceeding the total charges to the Customer for the specific work affected by the error or omission. Rust Consulting will not be liable for any incidental, special, indirect, consequential or exemplary damages of any kind; or for any lost profits, lost opportunities, business interruption or for any liability incurred by the Customer or others to any third party. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR PARTICULAR PURPOSE.
10. **Termination.** The Claims Services to be provided under this Agreement may be terminated, at will by the Customer upon at least 30 calendar days' prior written notice to Rust Consulting. The Customer's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Rust Consulting may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Customer is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Customer.
11. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Rust Consulting or the Customer, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
12. **Force Majeure.** To the extent performance by Rust Consulting of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Rust Consulting's reasonable control, then such performance shall be excused and this Agreement, at Rust Consulting's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
13. **Nonwaiver of Rights.** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
14. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
15. **Survival.** All accrued payment obligations hereunder, any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 7 (Rights in Data); Section 5 (Confidentiality); Section 9 (Limitation of Liability; Disclaimer of Warranty); and Section 14 (Jurisdiction).
16. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Exhibit 5

Qualifications Summary

This document outlines Rust Consulting's qualifications to serve as the administrator for class action, mass tort, and regulatory settlements, as well as to perform other similar, complex and time-sensitive matters. It includes summary information categorized as follows:

- Firm Overview
- Practice Area Organization
- Personnel
- Services
- Representative Case Experience
- Data and System Security

FIRM OVERVIEW

Rust Consulting, Inc., a SourceHOV company, is a consulting and administration firm that ranks among the industry leaders in the class action field. Rust provides public and private sector clients a full complement of services required to administer legal settlements and other complex or time-sensitive programs. These services include consulting; project management; data management; notification; contact centers and websites; claims processing; and fund management, distribution, and tax reporting.

Rust grew out of the Rust Consulting Group, which was founded in 1976 by Ron Rust as a litigation support firm that pioneered the use of computer technology in litigation support. In 1988, the Group administered its first class action settlement; in 1995, Rust Consulting, Inc. was established as a separate operating entity to focus on legal settlement administration. Since then, Rust has administered more than 4,500 settlements and projects.

Headquartered in Minneapolis, Rust also has offices in Faribault, Minn., Palm Beach Gardens, Fla., Los Angeles, and San Francisco. Our subsidiary Kinsella Media maintains a Washington, D.C., location.

PRACTICE AREA ORGANIZATION

Rust administers programs spanning diverse subject matter. The firm is organized into practice areas relevant to our clients, with our leadership and certain operations and client services personnel focused on specific practice areas, deepening their subject matter expertise and directly relevant experience. Rust's current practice areas are:

- Class actions
 - Antitrust
 - Consumer
 - Finance

- Insurance & Healthcare
- Labor & Employment
- Property
- Securities
- Data breach responses
- Mass tort settlements
- Recalls
- Government services

PERSONNEL

Our permanent staff of approximately 550 includes professionals with backgrounds and disciplines including project management, information technology, finance, law, and operations. This cross-functional, innovative team includes experts in their respective disciplines, such as CPAs, Ph.D.s, attorneys, and PMPs.

Rust's team includes some of the most experienced practitioners in the industry, with much of that experience Rust-specific. Our executive leadership team averages more than 15 years of Rust experience, while our senior vice presidents average nearly 13 years of Rust experience. Our project management staff of approximately 150 has more than 800 years of combined Rust experience.

SERVICES

The Rust team provides high quality administrative services for matters of any size and scope. Specific approaches may vary depending upon the requirements of each individual matter; however, the below services are typical of our engagements.

Preliminary Consulting

Rust consults with clients prior to settlement to help anticipate otherwise identified issues that may arise in the management of complex data sets, providing notice, processing claims, and distributing funds, leading to delays and additional costs.

Project Management

Our project management personnel prepare plans of notice and administration, create or customize project tracking tools and reports, and oversee the creation of project-specific databases designed to house and capture appropriate information for use in claims administration. Throughout the administration process, project management personnel coordinate all activities between the parties, vendors, and internal Rust departments to ensure work is completed accurately and according to any service level agreements,



internal standards, settlement documents, etc. We provide regular and on-demand reports and statistics to the appropriate parties and raise potential issues requiring their attention, as necessary. Upon completion of each major phase of administration, or as required, we prepare declarations or affidavits attesting to the scope and results of our work.

Data Management

The secure and efficient handling of data underlies all aspects of claims administration; Rust creates and customizes data management processes, databases, applications to meet the unique needs of each settlement or project. Tasks associated with data management throughout administration may include:

- Intaking original client data.
- Normalizing data for cross-platform usability, such as meeting mailing or other outreach requirements.
- Consolidating and deduplicating data from multiple sources.
- Extracting data for standard or customized trace services.
- Extracting data for mailing or other outreach.
- Calculating awards.

Notification

Rust disseminates hundreds of millions of notices annually by mail and email. We also work with our subsidiary Kinsella Media, the leading provider of notice to unidentified audiences and the only firm in the nation with two qualified, court-recognized notice experts, to develop and implement notice plans.

With respect to legal settlements, these notice programs notify class members or other affected individuals of their legal rights and options. With respect to data breach responses, recalls, or remediation, these programs inform affected individuals about the situations and any options those affected individuals may have.

Among our notification-related services are:

- Designing notice programs (through Kinsella Media).
- Drafting plain language materials (through Kinsella Media).
- Designing and proofreading notice materials.
- Locating unidentified individuals and updated addresses.
- Printing and mailing.
- Processing and forwarding undeliverable mail.
- Opining about notice program adequacy (through Kinsella Media).



Contact Centers

Rust supports the programs we administer through an assortment of contact center services including call centers, websites, and email support up to 24/7 and for class members and other affected individuals worldwide.

Our call center services include inbound and outbound calls in our own domestic, in-house call centers. These call centers are located in our two Minnesota locations, typically contain approximately 800 workstations, and are readily expandable to meet the needs of specific programs. In 2013, our call centers supported several large programs by simultaneously staffing well over 1,000 customer service representatives (CSRs).

To provide high levels of service on complex matters to class members and our clients' customers, Rust maintains a staff of approximately 100 permanent call center employees as a core group of managerial, supervisory, and customer service resources. As required, we engage additional call center staff. All CSRs—permanent or temporary—undergo background checks and training on Rust's policies and technology, customer service fundamentals, and project-specific information. Typical engagements include English- and Spanish-speaking CSRs, while we provide support in additional languages, as required. In one case, Rust CSRs took live inbound calls in 10 languages.

In lieu of or in conjunction with live customer service, Rust builds and maintains automated Interactive Voice Response (IVR) systems. These systems provide 24/7 service to toll-free numbers and include menus of prerecorded options such as program overviews, frequently asked questions and answers, and options for requesting forms or filing claims. Rust's IVR systems regularly support English- and Spanish-language speakers and can be programmed to support other languages, as required. In one case, Rust managed IVR support including translations of information pre-recorded by native speakers in 67 languages.

Claims Processing

Rust develops or executes claims processing or adjudication programs as required by the diverse terms of our engagements. We use several proprietary software applications and tested, streamlined processes to provide the most appropriate solutions for each engagement's needs, whether for paper or online claims. Our systems automate the claims administration process:



- Receipt.
- Link to class member database record.
- Data capture.
- Review of supporting documentation.
- Initial adjudication.
- Deficiency processing.
- Final adjudication.
- Rejection letters.
- Reporting / affidavits.

To meet the needs of each engagement, our systems can be configured to give clients or authorized parties secure online access to claimant data and reporting, or to class members to facilitate online claims filing.

Fund Management, Distribution, and Tax Reporting

Rust annually distributes billions of dollars associated with settlements and similar programs.

- Quality assurance - Positive pay
- Various fraud detection / prevention measures

Tax reporting

- Simultaneously manages more than 500 distribution and interest-bearing accounts containing billions of dollars.
- Tax identification numbers (federal and state).
- Qualified Settlement Fund (QSF) determination.
- Claimant award taxability and reporting.
- W-9 review.
- Quarterly 1120-SF tax deposits.
- Annual 1120-SF tax returns (600+ annually).
- IRS & State 1099 & 1042-S reporting and transmission.
- Backup withholding deposits and 945 annual reporting.
- Employment payroll taxes: 941, 940, SUTA, SIT, and local income taxes.



REPRESENTATIVE CASE EXPERIENCE

Having administered more than 4,500 projects, a complete listing of our experience is voluminous. However, the below table demonstrates the scope of our experience and capacity.

Note: All numbers are rounded

Notices	Case
31 million	<i>In re Lawnmower Engine Horsepower Marketing and Sales Practices Litigation</i> , No. 2:08-md-01999 (E.D. Wis.).
24 million	<i>Microsoft I-V Cases</i> , J.C.C.P. No. 4106 (Cal. Super. Ct. San Francisco County).
15.7 million	<i>Blessing v. Sirius XM Radio</i> , No. 09-cv-10035 (S.D.N.Y.).
13 million	<i>In re Checking Account Overdraft Litigation</i> , No. 1:09-MD-02036 (S.D. Fla.) (Bank of America settlement).
12.5 million	<i>Fogel v. Farmers Group, Inc.</i> , No. BC300142 (Cal. Super. Ct. Los Angeles County).

Distributed	Case
\$3.6 billion	Independent Foreclosure Review
\$1.5 billion	National Mortgage Settlement
\$800 million	<i>Naef v. Masonite Corp.</i> , No. CV 944033 (Ala. Cir. Ct. Mobile County).
\$515 million	<i>In re Countrywide Financial Corp. Securities Litigation</i> , No. CV-07-05295 (C.D. Cal.).
\$432 million	<i>In re Merrill Lynch & Co. Inc. Securities, Derivative and ERISA Litigation</i> , No. 07-cv-9633 (S.D.N.Y.).

Claims	Case
3.4 million	<i>In re Compact Disc Minimum Advertised Price Antitrust Litigation</i> , MDL No. 1361 (D. Me.).
3.2 million	<i>In re American International Group, Inc. Securities Litigation</i> , No. 04-cv-8141 (S.D.N.Y.) (Company, PwC, Starr, and Gen Re settlements).
1.2 million	<i>LiPuma v. American Express Co.</i> , No. 04-cv-20314 (S.D. Fla.).
1.1 million	<i>Fogel v. Farmers Group, Inc.</i> , No. BC300142 (Cal. Super. Ct. Los Angeles County).
1.1 million	<i>In re Lawnmower Engine Horsepower Marketing and Sales Practices Litigation</i> , No. 2:08-MD-01999 (E.D. Wisc.).

Calls	Case
2.5 million	Independent Foreclosure Review
1.5 million	<i>Dyson v. Flagstar Corp.</i> , No. DKC93-1503 (D. Md.).
1.3 million	National Mortgage Settlement
1 million	<i>In re Metropolitan Life Insurance Co. Sales Practice Litigation</i> , MDL 1091 (W.D. Penn.).
1 million	<i>Naef v. Masonite Corp.</i> , No. CV 94-4033 (Ala. Cir. Ct. Mobile County).



DATA AND SYSTEM SECURITY

The secure handling of data, systems, and applications is of utmost importance to Rust and its clients. As such, Rust actively mitigates potential threats by adhering to a complex set of best practices, including documented and audited processes and a business continuity plan to ensure uninterrupted, secure service. As part of this “unified compliance posture,” Rust:

- Has received a system Certification & Accreditation under the Federal Information Security Management Act (“FISMA”). The framework for FISMA compliance is driven by the National Institute of Standards and Technology (“NIST”), which provides a unified security framework spanning three major security control classes (technical, operational, and management) and 18 control areas with more than 250 security controls.
- Complies with and adheres to Safe Harbor Principles, which cover notice and choice, disclosures and transfers, data security, data integrity, access to and removal of personal information, and enforcement and dispute resolution.
- Undergoes an annual SSAE16 SOC 1 Type II Report audit of our data and system security controls and protocols.
- Complies with applicable laws, such as the Gramm-Leach-Bliley Act (GLBA), also known as the Financial Modernization Act of 1999, which controls how financial institutions deal with individuals’ private information.
- Has implemented controls to prevent unauthorized access or disclosure, maintain data accuracy, and ensure the appropriate use and confidentiality of information, either for its own purposes or on behalf of our clients.
- Has put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we process.
- Processes personal information only in ways compatible with the purpose for which it was collected or subsequently authorized to do.



Exhibit 6

Jerin Wilkinson

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Monday, December 23, 2024 1:26 PM
To: Jerin Wilkinson
Subject: Thank you for your Proposed Settlement Submission

12/23/2024 11:26:01 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm