

1. Name of the party submitting the proposed order:
Plaintiff Tina Charnett
2. Title of the proposed order:
[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Approva; of PAGA Settlement
 - b. Date and time: March 8 2024
 - c. Place: Dept. M
4. The proposed order was served on the other parties in the case.


(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:
CHARNETT v. EPIC HEALTHCARE

CASE NUMBER:
23TRCV00188

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action**.

a. My residence or business address is (*specify*):
2255 Calle Clara, La Jolla, CA 92037

b. My electronic service address is (*specify*): kyle@bamlawca.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):
Jesse M Caryl, Attorney for Defendants

b. To (*electronic service address of person served*): jcaryl@bcklegal.com

c. On (*date*): February 7, 2024

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: February 7, 2024

Kyle Nordrehaug

(TYPE OR PRINT NAME OF DECLARANT)



Kyle Nordrehaug

(SIGNATURE OF DECLARANT)

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

TINA CHARNETT, on behalf of the State
of California, as a private attorney general,

Plaintiff,

vs.

EPIC HEALTHCARE STAFFING, LLC, a
Limited Liability Company; EPIC
HEALTHCARE TRAVEL STAFFING,
INC., a Corporation; EPIC SCHOOL
STAFFING HOLDCO, INC., a
Corporation; EPIC STAFFING GROUP,
INC., a Corporation; THERAPY
TRAVELERS LLC, a Limited Liability
Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **23TRCV00188**

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: March 8, 2024

Hearing Time: 10:00 a.m.

Judge: Hon. Deirdre Hill

Dept.: M

Action Filed: January 20, 2023

Trial Date: Not yet set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 Plaintiff Tina Charnett ("Plaintiff") moves for approval of the settlement of Plaintiff's claims
3 under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California
4 Labor Code § 2699(1), against Defendants Epic Healthcare Staffing, LLC, Epic Healthcare Travel
5 Staffing, Inc., Epic School Staffing Holdco, Inc., Epic Staffing Group, Inc., and Therapy Travelers
6 LLC ("Defendants").

7 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in
8 this action and is authorized to act as private attorney general with respect to the PAGA claims being
9 released under the terms of the PAGA Settlement Agreement ("Settlement Agreement"), which is
10 incorporated by reference. The California Labor Workforce Development Agency was provided
11 with notice of the Settlement and the motion for approval of the PAGA settlement via its online
12 process and no objection has been received to the settlement or the motion from the Labor
13 Workforce Development Agency.

14 The Parties seek approval of the settlement of Plaintiff's PAGA claims and the PAGA
15 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
16 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
17 \$473,700, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed
18 \$7,500) for Apex Class Action Administration to administer the settlement, PAGA Counsel Fees
19 Payment in the amount of \$157,898.00 (one-third of the Gross Settlement Amount), PAGA Counsel
20 Litigation Expenses Payment in the amount of \$17,917.95, and a service award to the Plaintiff in the
21 amount of \$10,000. The PAGA Payment, which is the amount remaining of the Gross PAGA
22 Settlement Amount after deduction of the Administration Expenses Payment, PAGA Counsel Fees
23 Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor Code 2699
24 penalties, including other civil penalties specified in the Labor Code, of which 75% of the payment
25 will be paid to the LWDA (no less than \$210,226.50) and 25% will be paid to the Aggrieved
26 Employees (no less than \$70,075.50).

27 The Court, having reviewed the evidence and papers submitted and argument of counsel,
28

1 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff's motion and approves the
2 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
3 allocated and paid out as set forth in the Settlement Agreement.

4 The "Aggrieved Employees" are defined as all individuals who are or previously were
5 employed by Defendants Epic Healthcare Staffing, LLC, Epic Healthcare Travel Staffing, Inc., Epic
6 School Staffing Holdco, Inc., Epic Staffing Group, Inc., and Therapy Travelers LLC in California
7 and classified as a non-exempt employee at any time during the PAGA Period. The PAGA Period is
8 the period from October 31, 2021 to November 11, 2023.

9 Upon the Effective Date of this Order and Judgment, Defendants and the Released Parties (as
10 defined in the PAGA Settlement Agreement) shall be entitled to a release of the Released PAGA
11 Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or
12 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the
13 PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the PAGA Period. The
14 Released PAGA Claims does not include all other claims, including claims for vested benefits,
15 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
16 disability, social security, workers' compensation, and California class claims, and PAGA claims
17 outside of the PAGA period. In no event shall the release of the Released PAGA Claims release any
18 individual claims of any individuals.

19 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
20 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
21 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
22 ordinance, regulation, rule or executive order (i.e., evidence of a "first" or "initial" violation), or any
23 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
24 this Order) shall not be construed to be an admission by Defendants of any liability or wrongdoing
25 as to Plaintiff, the Aggrieved Employees, or any other person, and Defendants specifically disclaim
26 any such liability or wrongdoing.

1 This claim asserted under PAGA in this action is dismissed with prejudice. In addition, the
2 PAGA claims of Aggrieved Employees during the PAGA Period are dismissed with prejudice. After
3 entry of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain
4 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
5 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
6 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
7 the distribution of settlement benefits.

8 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
9 **ENTERED ACCORDINGLY.**

10
11 DATED: _____

THE HONORABLE DEIRDRE HILL
JUDGE OF THE SUPERIOR COURT