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**SUPERIOR COURT OF CALIFORNIA
IN AN FOR THE COUNTY OF LOS ANGELES
TORRANCE COURTHOUSE**

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

**DECLARATION OF TINA CHARNETT
IN SUPPORT OF MOTION TO
APPROVE PAGA SETTLEMENT**

Date: March 8, 2024

Time: 10:00 a.m.

Judge: Hon. Deirdre Hill

Dept.: M Torrance Courthouse

Reservation No: 980232222224

Filed: January 20, 2023

Trial Date: None Set

1 I, Tina Charnett, declare:

2 1. I am a competent adult, I have personal knowledge of the facts in this declaration, and I
3 am making this declaration on behalf of myself, as a named plaintiff, and in support of Plaintiff's
4 Motion to Approve PAGA Settlement.

5 2. I worked for the defendants in California ("Epic Healthcare") as a Registered Behavioral
6 Technician from January of 2022 to May of 2022. During this time period I was classified by Epic
7 Healthcare as a non-exempt employee.

8 3. I retained my attorneys who are experienced in PAGA representative action litigation
9 and claims against employers for violations of the California Labor Code. I have no personal
10 relationship or family ties to my attorneys or any officer of the Court. I am not aware of having any
11 actual or potential conflicts of interest with another aggrieved employee in this case nor am I aware of
12 having any actual or potential conflicts of interest with Apex Class Action Administration, the
13 settlement administrator. I am not aware of any other pending matter or action asserting claims that will
14 be extinguished or affected by the settlement

15 4. I was subject to all of Epic Healthcare's policies and practices that have been alleged as
16 unlawful in the Complaint and the PAGA notice sent to the Labor and Workforce Development
17 Agency. For example, I often did not receive compliant meal breaks which were regularly late,
18 interrupted or missed entirely. Relief for rest periods was virtually impossible because I was required to
19 stay with children throughout the day who could never be left alone as they had special education
20 needs. I was also not paid required meal and rest period premiums for meal and rest period violations
21 that occurred on a regular basis. I was also not paid for off the clock temperature checks before shifts
22 began and off the clock phone calls to my personal cell phone after shifts ended to discuss scheduling
23 issues. I was also required to log into Epic Healthcare's app on my cell phone while off the clock to fill
24 out my timesheets. In addition, Epic Healthcare failed to reimburse me for the costs associated with the
25 use of my personal cell phone for work-related purposes.

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27 5. Before the complaint was filed I spoke to my attorneys several times and discussed how
28 Epic Healthcare implemented its company policies and procedures. I also assisted my attorneys in their

1 investigation into my claims by providing them documents and answering their questions. I reviewed
2 the complaint before it was filed and after it was filed I was given access to an electronic file sharing
3 program that alerted me via email when important documents were filed so that I could review them and
4 keep up with the developments in the case.

5 6. I understood that filing a lawsuit involved risks. For example, my attorneys explained
6 to me that if the case went to trial and we lost, I could be held responsible to pay for all or part of the costs
7 paid by Epic Healthcare to defend this lawsuit. Also, I knew there was a risk that future employers, if
8 they ever found out about this lawsuit, could hold it against me or downgrade me as a potential hire. I
9 understood that I took on the risk, both professionally and financially, in pursuing the case as a
10 representative PAGA action and ultimately I decided these risks were worth it and decided to fight for my
11 rights and the rights of others regardless of the risks, time and effort I spent on this case.

12 7. A mediation took place on October 11, 2023 with Hon. Carl J. West (Ret.), a former Judge
13 and well-respected and experienced mediator. After the mediation the parties were able to reach an
14 agreement to settle the action. I communicated with my attorneys regarding the terms of the settlement
15 which was reached between the parties. I believe a fair and very positive result was achieved via
16 settlement.

17 8. I have been actively involved with this lawsuit. Although I did not keep time records, I
18 was in regular contact with my attorneys, reviewed court filings, and spent a significant amount of time
19 on the issues presented during the lawsuit and in the settlement process. I estimate that I spent
20 approximately 30-40 hours working on this case up until this point.

21 9. I reviewed the final PAGA Settlement Agreement and I believe it is fair and reasonable
22 given the facts of the case.

23 10. As part of the settlement it was necessary for me to sign a general release of all claims I
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1 may have against Epic Healthcare, which includes a release of my underlying wage and hour claims
2 which I personally suffered. I believe the \$10,000 Service Award I have requested provides me with
3 some compensation for this agreed release and is also fair compensation for the service I performed and
4 the risks I undertook.

5 Executed on Jan 29, 2024, at Grass Valley, Ca.
6 (city, state)

7
8 *Tina Charnett*

9 Tina Charnett