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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**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).

1 Plaintiff Tina Charnett (“PLAINTIFF”), on behalf of the people of the State of California
2 and as an “aggrieved employee” acting as a private attorney general under the Labor Code
3 Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on information
4 and belief, except for her own acts and knowledge which are based on personal knowledge, the
5 following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Defendants Epic Healthcare Staffing, LLC,
8 Epic Healthcare Travel Staffing, Inc., Epic School Staffing Holdco, Inc., Epic Staffing Group,
9 Inc., Therapy Travelers LLC (referred to as “DEFENDANT”) seeking only to recover PAGA
10 civil penalties for herself, and on behalf of all current and former aggrieved employees that
11 worked for DEFENDANT. PLAINTIFF does **not seek to recover anything other than**
12 **penalties as permitted by California Labor Code § 2699.** To the extent that statutory
13 violations are mentioned for wage violations, PLAINTIFF does not seek underlying general
14 and/or special damages for those violations, but simply the civil penalties permitted by
15 California Labor Code § 2699.

16 2. California has enacted the PAGA to permit an individual to bring an action on
17 behalf of herself and on behalf of others for PAGA penalties *only*, which is the precise and sole
18 nature of this action.

19 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
20 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
21 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
22 complaint should be construed as attempting to obtain any relief that would not be available in
23 a PAGA-only action.

24 **THE PARTIES**

25 4. Defendant Epic Healthcare Staffing, LLC is a limited liability company that at
26 all relevant times mentioned herein conducted and continues to conduct substantial business in
27 the state of California.
28

1 5. Defendant Epic Healthcare Travel Staffing, Inc. is a corporation that at all
2 relevant times mentioned herein conducted and continues to conduct substantial business in the
3 state of California.

4 6. Defendant Epic School Staffing Holdco, Inc. is a corporation that at all relevant
5 times mentioned herein conducted and continues to conduct substantial business in the state of
6 California.

7 7. Defendant Epic Staffing Group, Inc. is a corporation that at all relevant times
8 mentioned herein conducted and continues to conduct substantial business in the state of
9 California.

10 8. Defendant Therapy Travelers LLC is a limited liability company that at all
11 relevant times mentioned herein conducted and continues to conduct substantial business in the
12 state of California.

13 9. PLAINTIFF alleges there has existed a unity of interest and ownership between
14 Epic Healthcare Staffing, LLC and/or Epic Healthcare Travel Staffing, Inc. and/or Epic School
15 Staffing Holdco, Inc. and/or Epic Staffing Group, Inc. and/or Therapy Travelers LLC such that
16 any individuality and separateness between the entities has ceased and all Defendants are
17 referred to herein as “DEFENDANT.”

18 10. PLAINTIFF alleges that DOES 1-50 are the partners, agents, owners, or managers
19 of DEFENDANT at all relevant times. PLAINTIFF alleges there has existed a unity of interest
20 and ownership between DEFENDANT such that any individuality and separateness between
21 the entities has ceased. Epic Healthcare Staffing, LLC and/or Epic Healthcare Travel Staffing,
22 Inc. and/or Epic School Staffing Holdco, Inc. and/or Epic Staffing Group, Inc. and/or Therapy
23 Travelers LLC and DOES 1-50 are therefore alter egos of each other. Adherence to the fiction
24 of the separate existence of DEFENDANT would permit an abuse of the corporate privilege,
25 and would promote injustice by protecting DEFENDANT from liability for the wrongful acts
26 committed by them.

27 11. PLAINTIFF further alleges that Defendants are the alter egos of each other for
28 the following reasons:

1 (A) On the California Secretary of State's website
2 (<https://businesssearch.sos.ca.gov/>) Epic Healthcare Staffing, LLC and/or
3 Epic Healthcare Travel Staffing, Inc. and/or Epic School Staffing Holdco,
4 Inc. and/or Epic Staffing Group, Inc. and/or Therapy Travelers LLC have
5 the same entity address and/or mailing address and/or Agent for Service
6 of Process; and,

7 (B) On information and belief Epic Healthcare Staffing, LLC and/or Epic
8 Healthcare Travel Staffing, Inc. and/or Epic School Staffing Holdco, Inc.
9 and/or Epic Staffing Group, Inc. and/or Therapy Travelers LLC utilize the
10 same standardized employment forms and issue the same employment
11 policies.

12 12. DEFENDANT is a provider of outsourced employee staffing services to the life
13 sciences and healthcare industries in California.

14 13. PLAINTIFF was employed by DEFENDANT in California from January of 2022
15 to May of 2022 and was at all times classified by DEFENDANT as a non-exempt employee,
16 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment
17 of minimum and overtime wages due for all time worked.

18 14. PLAINTIFF, and such persons that may be added from time to time who satisfy
19 the requirements and exhaust the administrative procedures under the Private Attorney General
20 Act, brings this Representative Action on behalf of the State of California with respect to herself
21 and all individuals who are or previously were employed by Epic Healthcare Staffing, LLC
22 and/or Epic Healthcare Travel Staffing, Inc. and/or Epic School Staffing Holdco, Inc. and/or
23 Epic Staffing Group, Inc. and/or Therapy Travelers LLC in California and classified as non-
24 exempt employees ("AGGRIEVED EMPLOYEES") during the time period of October 31, 2021
25 until a date as determined by the Court (the "PAGA PERIOD").

26 15. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES
27 presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this
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1 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
2 DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218,
3 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
4 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
5 applicable Wage Order(s). Based upon the foregoing, PLAINTIFF and all AGGRIEVED
6 EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699, *et seq.*

7 16. The true names and capacities, whether individual, corporate, subsidiary,
8 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
9 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
10 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
11 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
12 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
13 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
14 50, inclusive, are responsible in some manner for one or more of the events and happenings
15 that proximately caused the injuries and damages hereinafter alleged.

16 17. The agents, servants and/or employees of the Defendants and each of them
17 acting on behalf of the Defendants acted within the course and scope of his, her or its
18 authority as the agent, servant and/or employee of the Defendants, and personally
19 participated in the conduct alleged herein on behalf of the Defendants with respect to the
20 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
21 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
22 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
23 conduct of the Defendants' agents, servants and/or employees.

24 25 **THE CONDUCT**

26 18. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
27 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
28 worked, meaning the time during which an employee is subject to the control of an

1 employer, including all the time the employee is suffered or permitted to work.
2 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
3 paying them for all the time they are under DEFENDANT's control. Among other things,
4 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
5 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
6 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
7 break. DEFENDANT, as a matter of established company policy and procedure,
8 administers a uniform practice of rounding the actual time worked and recorded by
9 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
10 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
11 EMPLOYEES are paid less than they would have been paid had they been paid for actual
12 recorded time rather than "rounded" time. Additionally, DEFENDANT engages in the
13 practice of requiring PLAINTIFF and the AGGRIEVED EMPLOYEES to perform work off
14 the clock in that DEFENDANT, as a condition of employment, required these employees to
15 submit to mandatory temperature checks and symptom questionnaires for COVID-19
16 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a
17 result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime
18 wage compensation, and off-duty meal breaks by working without their time being correctly
19 recorded and without compensation at the applicable rates. DEFENDANT's policy and
20 practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is
21 evidenced by DEFENDANT's business records.

22 19. State law provides that employees must be paid overtime and meal and rest
23 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
24 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
25 tied to specific elements of an employee's performance.

26 20. The second component of PLAINTIFF's and the AGGRIEVED
27 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
28 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their

1 performance for DEFENDANT. The non-discretionary incentive program provided all
2 employees paid on an hourly basis with incentive compensation when the employees met the
3 various performance goals set by DEFENDANT. However, when calculating the regular
4 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
5 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
6 compensation as part of the employees' "regular rate of pay" for purposes of calculating
7 overtime pay and meal and rest break premium pay. Management and supervisors described
8 the incentive program to potential and new employees as part of the compensation package.
9 As a matter of law, the incentive compensation received by PLAINTIFF and the
10 AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to
11 do so has resulted in a underpayment of overtime compensation and meal and rest break
12 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

13 21. As a result of their rigorous work schedules, PLAINTIFF and the
14 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
15 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
16 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
17 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
18 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
19 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
20 which these employees were required by DEFENDANT to work ten (10) hours of work.
21 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
22 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
23 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
24 and in accordance with DEFENDANT's corporate policy and practice.

25 22. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
26 EMPLOYEES were also required from time to time to work in excess of four (4) hours
27 without being provided ten (10) minute rest periods. Further, these employees were denied
28 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)

1 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
2 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
3 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
4 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
5 also not provided with one hour wages in lieu thereof. Additionally, the applicable
6 California Wage Order requires employers to provide employees with off-duty rest periods,
7 which the California Supreme Court defined as time during which an employee is relieved
8 from all work related duties and free from employer control. In so doing, the Court held that
9 the requirement under California law that employers authorize and permit all employees to
10 take rest period means that employers must relieve employees of all duties and relinquish
11 control over how employees spend their time which includes control over the locations
12 where employees may take their rest period. Employers cannot impose controls that prohibit
13 an employee from taking a brief walk - five minutes out, five minutes back. Here,
14 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
15 unconstrained walks and is unlawful based on DEFENDANT's rule which states
16 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
17 their rest period.

18 23. During the PAGA PERIOD, DEFENDANT failed to accurately record and
19 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
20 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
21 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
22 all time worked, meaning the time during which an employee was subject to the control of
23 an employer, including all the time the employee was permitted or suffered to permit this
24 work. DEFENDANT required these employees to work off the clock without paying them
25 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
26 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
27 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
28 EMPLOYEES forfeited time worked by working without their time being accurately

1 recorded and without compensation at the applicable minimum wage and overtime wage
2 rates. To the extent that the time worked off the clock does not qualify for overtime
3 premium payment, DEFENDANT fails to pay minimum wages for the time worked off-the-
4 clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

5 24. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
6 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
7 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
8 provides that every employer shall furnish each of his or her employees with an accurate
9 itemized wage statement in writing showing, among other things, gross wages earned and all
10 applicable hourly rates in effect during the pay period and the corresponding amount of time
11 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
12 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
13 during the pay period and the total hours worked, and the applicable pay period in which the
14 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
15 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
16 identify such information. More specifically, the wage statements failed to identify the
17 accurate total hours worked each pay period. When the hours shown on the wage statements
18 were added up, they did not equal the actual total hours worked during the pay period in
19 violation of Cal. Lab. Code 226(a)(2). Further, DEFENDANT violated Cal. Lab. Code
20 226(a)(8) by failing to list the correct legal entity that employed PLAINTIFF and other
21 AGGRIEVED EMPLOYEES. Aside, from the violations listed above in this paragraph,
22 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
23 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time
24 to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage statements
25 which violated Cal. Lab. Code § 226.

26 25. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
27 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
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1 the wages are paid not more than seven (7) calendar days following the close of the payroll
2 period. Cal. Lab. Code § 210 provides:

3 in [I]n addition to, and entirely independent and apart from, any other penalty provided
4 this article, every person who fails to pay the wages of each employee as provided in
5 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
6 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

7 26. DEFENDANT from time to time failed to pay PLAINTIFF and the
8 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
9 accordance with Cal. Lab. Code § 204(d), including but not limited to for the “Hourly”
10 regular wage payments.

11 27. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
12 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
13 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
14 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
15 of pay, DEFENDANT underpaid sick pay to PLAINTIFF and the AGGRIEVED
16 EMPLOYEES at their base rates of pay.

17 28. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
18 employees be calculated by dividing the employee’s total wages, not including overtime
19 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90
20 days of employment.

21 29. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
22 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
23 earned non-discretionary incentive wages which increased their regular rate of pay.
24 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
25 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
26 required under Cal. Lab. Code Section 246.

27 30. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
28 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time

1 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
2 believes and based thereon alleges that such failure to pay sick pay at regular rate was
3 willful, such that PLAINTIFF and the AGGRIEVED EMPLOYEES whose employment has
4 separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

5 31. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
6 to collect or receive from an employee any part of wages theretofore paid by said employer
7 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and
8 the AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
9 PLAINTIFF and the AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
10 deductions from compensation payable to PLAINTIFF and the AGGRIEVED
11 EMPLOYEES, and thereby failed to pay these employees all wages due at each applicable
12 pay period and upon termination.

13 32. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
14 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
15 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
16 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
17 2802, employers are required to indemnify employees for all expenses incurred in the course
18 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
19 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
20 employee in direct consequence of the discharge of his or her duties, or of his or her
21 obedience to the directions of the employer, even though unlawful, unless the employee, at
22 the time of obeying the directions, believed them to be unlawful."

23 33. In the course of their employment PLAINTIFF and the AGGRIEVED
24 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
25 personal cellular phones as a result of and in furtherance of their job duties as employees for
26 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
27 associated with the use of their personal cellular phones for DEFENDANT's benefit.
28 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by

1 DEFENDANT to use their personal cellular phones. As a result, in the course of their
2 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
3 incurred unreimbursed business expenses which included, but were not limited to, costs
4 related to the use of their personal cellular phones all on behalf of and for the benefit of
5 DEFENDANT.

6 34. All of the conduct and violations alleged herein occurred during the PAGA
7 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
8 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations
9 that affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*
10 2018 AJDAR 12157 (Certified for Publication 12/19/18).

11 **JURISDICTION AND VENUE**

12 35. This Court has jurisdiction over this Action pursuant to California Code of
13 Civil Procedure, Section 410.10.

14 36. Venue is proper in this Court pursuant to California Code of Civil Procedure,
15 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
16 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
17 facilities in this County and/or conducts substantial business in this County, and (ii)
18 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
19 AGGRIEVED EMPLOYEES.

20 **FIRST CAUSE OF ACTION**

21 **For Violation of the Private Attorneys General Act**

22 **[Cal. Lab. Code §§ 2698, *et seq.*]**

23 **(By PLAINTIFF and Against All Defendants)**

24 37. PLAINTIFF realleges and incorporates by this reference, as though fully set
25 forth herein, the prior paragraphs of this Complaint.

26 38. PAGA is a mechanism by which the State of California itself can enforce state
27 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
28 the state's labor law enforcement agencies. An action to recover civil penalties under

1 PAGA is fundamentally a law enforcement action designed to protect the public and not to
2 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
3 but to create a means of "deputizing" citizens as private attorneys general to enforce the
4 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
5 public interest to allow aggrieved employees, acting as private attorneys general to recover
6 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
7 claims cannot be subject to arbitration.

8 39. PLAINTIFF, and such persons that may be added from time to time who
9 satisfy the requirements and exhaust the administrative procedures under the Private
10 Attorney General Act, brings this Representative Action on behalf of the State of California
11 with respect to herself and all individuals who are or previously were employed by Epic
12 Healthcare Staffing, LLC and/or Epic Healthcare Travel Staffing, Inc. and/or Epic School
13 Staffing Holdco, Inc. and/or Epic Staffing Group, Inc. and/or Therapy Travelers LLC in
14 California and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during
15 the time period of October 31, 2021 until a date as determined by the Court (the "PAGA
16 PERIOD").

17 40. On October 31, 2022, PLAINTIFF gave written notice by electronic mail to
18 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
19 employer of the specific provisions of this code alleged to have been violated as required by
20 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
21 to the Complaint has expired. On November 7, 2022, PLAINTIFF gave amended written
22 notice by electronic mail to the Labor and Workforce Development Agency (the "Agency")
23 and by certified mail to the employer of the specific provisions of this code alleged to have
24 been violated as required by Labor Code § 2699.3. The Amended Notice amended
25 PLAINTIFF's original PAGA Notice to add additional joint employer Therapy Travelers LLC.
26 As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative
27 civil action under PAGA pursuant to Section 2699 as the proxy of the State of California
28 with respect to all AGGRIEVED EMPLOYEES as herein defined.

41. The policies, acts and practices heretofore described were and are an unlawful business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for required expenses, and (f) failed to provide wages when due, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and,

B) An award of attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §2699.

¹Plaintiff specifically excludes and/or does not allege any claims under California Labor Code §558(a)(3).

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Dated: January 20, 2023 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
LLP

By: /s/ Nicholas De Blouw
Norman B. Blumenthal
Kyle R. Nordrehaug
Nicholas J. De Blouw

Attorneys for Plaintiff