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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND 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 KYLE NORDREHAUG  
IN SUPPORT OF MOTION TO APPROVE  
PAGA SETTLEMENT**

Hearing Date: March 8, 2024

Hearing Time: 10:00 a.m.

**Reservation # 98023222224**

Judge: Hon. Deirdre Hill  
Dept.: M (Torrance Courthouse)

Action Filed: January 20, 2023  
Trial Date: Not yet set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am the partner in the law firm of Blumenthal Nordrehaug Bhomwik De Blouw  
3 LLP, attorneys for Plaintiff Tina Charnett ("Plaintiff"). As such, I am fully familiar with the  
4 facts, pleadings and history of this matter. I am submitting this declaration in support of the  
5 Plaintiff's Motion to Approve PAGA Settlement in this matter. The following facts are within  
6 my own personal knowledge, and if called as a witness, I could and would testify competently  
7 to the matters stated herein.

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement  
9 ("Agreement") with Defendants Epic Healthcare Staffing, LLC, Epic Healthcare Travel  
10 Staffing, Inc., Epic School Staffing Holdco, Inc., Epic Staffing Group, Inc., and Therapy  
11 Travelers LLC ("Defendants") is attached as Exhibit #1. A proposed order approving the  
12 PAGA settlement is submitted herewith.

13 3. PAGA Counsel mailed the necessary correspondence to the California  
14 Labor and Workforce Development Agency ("LWDA") on October 31, 2022 on behalf of  
15 Plaintiff Tina Charnett, requesting authorization from the LWDA to seek civil penalties as  
16 provided by the Private Attorney General Act of 2004 ("PAGA") for the wage and hour  
17 violations alleged in the PAGA Notice. The 65-day notice period for the LWDA to notify of  
18 its intent to investigate expired on January 12, 2023. On January 20, 2023, Plaintiff Tina  
19 Charnett filed a Representative Action Complaint in this Court against Defendants Epic  
20 Healthcare Staffing, LLC, Epic Healthcare Travel Staffing, Inc., Epic School Staffing Holdco,  
21 Inc., Epic Staffing Group, Inc., and Therapy Travelers LLC alleging a single cause of action  
22 for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].  
23 Plaintiff and Defendants agreed to mediate with Hon. Carl J. West (Ret.). Prior to the  
24 mediation, the Parties conducted significant investigation and discovery of the facts and law.  
25 Defendant produced documents relating to its policies, practices, and procedures regarding  
26 paying non-exempt employees for all hours worked, overtime, meal and rest period policies,  
27 payroll and operations policies, and more. Plaintiff was provided with sufficient records and  
28

1 data to determine the number of Aggrieved Employees and the number of pay periods in the  
2 PAGA Period. The Parties agree that the above-described investigation and evaluation, as  
3 well as the information exchanged during the settlement negotiations, are more than sufficient  
4 to assess the merits of the Parties' positions and to compromise the issues on a fair and  
5 reasonable basis. Plaintiff's theory of PAGA liability as argued at mediation alleged that  
6 Defendants failed to provide Plaintiff and other Aggrieved Employees with compliant meal  
7 and rest breaks. For example, once the workday started, Plaintiff and other Aggrieved  
8 Employees were confined to Defendants' premises where they were prohibited from having  
9 the freedom to leave during meal and rest breaks. Relief for rest periods was virtually  
10 impossible under Defendants' working conditions where Plaintiff was required to stay with  
11 children throughout the day who could never be left alone as they had special education needs.  
12 Further, Plaintiff alleges Defendants did not pay required meal and rest period premiums for  
13 meal and rest period violations that occurred on a regular basis. Plaintiff also alleged that she  
14 and other Aggrieved Employees were not paid for off the clock temperature checks before  
15 shifts began and off the clock phone calls to her personal cell phone after shifts ended to  
16 discuss scheduling issues. Plaintiff alleges that she and other Aggrieved Employees were  
17 required, while off the clock, to log into Defendants' app on their cell phone to fill out their  
18 timesheets. Plaintiff alleges that not only was all this time uncompensated but also that  
19 Defendants failed to reimburse Plaintiff and the Aggrieved Employees for the costs associated  
20 with the use of their personal cell phone for work-related purposes. On October 11, 2023, the  
21 Parties engaged in an all-day mediation session before Mediator Hon. Carl J. West (Ret.), a  
22 former judge as well as a respected and experienced mediator knowledgeable of both the wage  
23 and hour laws and representative claims at issue in this action. Through arms-length  
24 negotiations with the assistance of the mediator, the Parties reached an agreement to settle the  
25 PAGA claims in this action which led to the signing of a Memorandum of Understanding  
26 memorializing the settlement.<sup>1</sup> The settlement was negotiated in light of all known facts and  
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28 <sup>1</sup> In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle

1 circumstances and the uncertainty associated with litigation – including the risk of Plaintiff  
2 not being able to maintain representative claims, the difficulty of proving Plaintiff’s claims in  
3 a manageable trial, the merits of Defendants’ potential defenses, and the significant delay and  
4 potential appellate issues inherent to litigation – and was reached after extensive arm’s length  
5 negotiations, with the assistance of Mediator Hon. Carl J. West (Ret.).

6           4.       The claim before this Court is solely the representative claim under  
7 PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The  
8 parties have agreed to settle this PAGA claim in its entirety after investigation and an arm’s  
9 length mediation session. The PAGA settlement is subject to Court approval consistent with  
10 Labor Code §2699(1)(2). (Agreement at ¶ 6.1). The Agreement negotiated by the Parties  
11 provides for a “Gross PAGA Settlement Amount” payment in the amount of \$473,700 to  
12 resolve the Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”). From  
13 this PAGA Settlement of \$473,700, there is a deduction of attorneys’ fees (“PAGA Counsel  
14 Fees Payment”) in the amount of \$157,898 (which is one-third of the PAGA Settlement),  
15 reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an  
16 amount not to exceed \$18,000, and Settlement Administration Costs (“Administration  
17 Expenses Payment”) not to exceed \$7,500. (Agreement at ¶¶ 3.2.1-3.2.2).<sup>2</sup> After these  
18 deductions, the amount remaining is the “PAGA Payment”, which is estimated to be no less  
19 than \$280,302. Of the PAGA Payment amount, seventy-five percent (75%) (no less than  
20

21 \_\_\_\_\_  
22 Plaintiff’s individual claims pursuant to a separate confidential Individual Settlement Agreement  
23 (“Individual Settlement”). (Settlement Agreement at ¶ 2.2). The individual claims were not at issue  
24 in this action and exist independent and apart from the PAGA claims at issue before the Court. *See*  
25 *Kim v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does not  
26 strip an aggrieved employee of standing, as the state’s authorized representative, to pursue PAGA  
27 remedies” nor resolve the PAGA claims.).

28 <sup>2</sup> 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 of these  
amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration  
Expenses are less or the Court approves payment less than \$7,500, the Administrator will allocate the  
remainder of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2).

1 \$210,226.50) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less  
2 than \$70,075.50) will be paid to the Aggrieved Employees (Agreement at ¶ 3.2.3). “Aggrieved  
3 Employees” means all individuals who are or previously were employed by Defendants in  
4 California and classified as a non-exempt employee at any time during the PAGA Period. The  
5 PAGA Period is the period from October 31, 2021 to November 11, 2023. (Settlement  
6 Agreement at ¶¶ 1.4, 1.23). The Individual PAGA Payment for each Aggrieved Employee  
7 shall be based on the number of pay periods each Aggrieved Employee worked during the  
8 PAGA Period as an Aggrieved Employee, as a percentage of the total pay periods worked by  
9 all Aggrieved Employees during the PAGA Period.<sup>3</sup> For mediation, Defendants represented  
10 that there are approximately 495 Aggrieved Employees who collectively worked  
11 approximately 13,820 pay periods during the PAGA Period. (Agreement at ¶ 4.1). Upon entry  
12 of final judgment, the Released Parties shall be entitled to a release from the State of California  
13 and the Aggrieved Employees only for any “Released PAGA Claims”, which means all claims  
14 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the  
15 facts stated in the Operative Complaint and the PAGA Notice submitted by Plaintiff to the  
16 LWDA, which occurred during the PAGA Period (the “Released PAGA Claims”)(Agreement  
17 at ¶ 5.2). The Released PAGA Claims expressly excludes all other claims, including claims  
18 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,  
19 unemployment insurance, disability, social security, workers’ compensation, and California  
20 class claims, and PAGA claims outside of the PAGA period. (*Id.*) The Agreement expressly  
21 confirms that “In no event shall the release of the Released PAGA Claims in this Settlement  
22 Agreement release any individual claims of any individuals.” (*Id.*)

23 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount  
24 (\$157,898) and PAGA Counsel Litigation Expenses in an amount not to exceed \$18,000 will  
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26 <sup>3</sup> See Settlement Agreement at ¶ 3.2.3 (“The Administrator will calculate each Individual PAGA  
27 Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Payment by  
28 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.”)

1 also be paid to PAGA Counsel as part of the settlement in accordance with California Labor  
2 Code § 2699(g)(1), as set forth in the Agreement.<sup>4</sup> Lastly, payment to the Administrator in an  
3 amount not to exceed \$7,500 to perform the administrative duties to distribute the settlement  
4 money shall also be paid.

5 6. As experienced counsel, we believe that the PAGA Settlement is fair and  
6 reasonable and therefore should be approved in light of Defendant's potential defenses to the  
7 violations at issue, the risks and costs of continued litigation. Here, the Gross PAGA  
8 Settlement Amount of \$473,700 is more than other PAGA settlements as it constitutes  
9 approximately \$34 per pay period. This PAGA Settlement amount compares favorably to the  
10 estimated amount of PAGA penalties. With the assistance of an expert, Plaintiff calculated  
11 that the maximum amount of statutory PAGA civil penalties was potentially \$1,382,000 based  
12 on 13,820 pay periods applicable to the Aggrieved Employees during the PAGA Period.<sup>5</sup>  
13 Importantly, however, these calculations were performed at the maximum statutory rate for  
14 the penalties, when in fact, it is likely that any penalties awarded would be at a lower rate.  
15 California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the  
16 maximum civil penalty if based on the facts and circumstances to do otherwise would result  
17 in an award that is "unjust, arbitrary and oppressive or confiscatory." In *Carrington v.*  
18 *Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after  
19 trial which only provided for a PAGA penalty of \$5 per pay period. Therefore, at trial, any  
20 PAGA penalties awarded could be significantly less than Plaintiff's calculation even where  
21 Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay period from *Carrington*  
22 *v. Starbucks* is used, the potential recovery of civil penalties would be only \$69,100, which is  
23 far less than this settlement provides.

24 <sup>4</sup> As set forth below, PAGA Counsel incurred costs in the current amount of \$17,917.95, which is less  
25 than the cost allocation in the Settlement Agreement.

26 <sup>5</sup> Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The  
27 valuation of \$1,382,000 is the civil penalty amount without stacking. If stacking is permitted, then the  
28 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not  
aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty  
per pay period was assessed.

7. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation for each period the employee worked in relation to meal or rest period violations, failure to pay minimum wages, failure to pay overtime wages, failure to provide accurate itemized wage statements, failure to provide wages when due and failure to reimburse employees for required expenses. Defendants maintain that Plaintiff and the Aggrieved Employees were properly compensated, and that they did not violate the Labor Code. Accordingly, Defendants dispute and deny Plaintiff's allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are resolved by the Agreement. Defendants asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendants could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA claims and the potential that some or all of the PAGA penalties sought may not be awarded. Given Defendants' potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiff and her attorneys believe that the PAGA Settlement is fair and reasonable. Defendants have similarly concluded that it is desirable that the action is settled in the manner and upon the terms and conditions set forth in the Agreement in order to avoid further expense, inconvenience and distraction of further legal proceedings, as well as the uncertainty of litigation. Defendants have determined that it is desirable and beneficial to put to rest the claims in this action and Defendants agree that the PAGA Settlement is fair, reasonable, and adequate. PAGA Counsel have significant experience litigating wage and hour claims including claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar settlements that courts have approved. The PAGA Settlement, along with the other terms of the proposed settlement, were negotiated by experienced counsel at arm's length with the assistance of a private mediator, Hon. Carl J. West (Ret.). As set forth in the accompanying proof of service, the LWDA has been provided notice of this motion and the PAGA settlement. The decision of the LWDA to accept the PAGA Settlement and not oppose the motion should be given

1 considerable weight. This is not a situation where the Court needs to be concerned about the  
2 rights of absent employees as in a class settlement, as this PAGA-only settlement does not  
3 release the individual claims of absent employees other than PAGA claims, and the LWDA is  
4 a sophisticated government entity that is more than able to look out for its own rights.

5 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in  
6 the amount of \$157,898 representing one-third of the \$473,700 Gross PAGA Settlement  
7 Amount. The payment of attorneys' fees and costs to Plaintiff's Counsel under the Agreement  
8 is supported by several factors. First, the requested fees are justified by the result achieved.  
9 PAGA Counsel negotiated a recovery of \$473,700.00, and this result justifies the requested  
10 fees equal to one third of this recovery. This percentage is within the standard contingent  
11 recovery percentage of one-third, and this percentage is what was expressly approved by the  
12 Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the fee  
13 award is justified by the work performed and contributions to the case. As detailed below, the  
14 fee award represents PAGA Counsel's current lodestar of \$132,667.50, which means the  
15 requested award is equivalent to the lodestar incurred by PAGA Counsel. Third, the  
16 consideration of the enhancement factors justify the enhancement of the lodestar. Courts  
17 multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the  
18 quality of work, and the novelty and difficulty of the issues involved. As detailed in the  
19 accompanying billing statements, true and correct copies of which are attached hereto as  
20 Exhibit #2, the current lodestar for my firm in this matter as of February 7, 2024 is \$132,667.50  
21 for more than 198 hours of work prosecuting the claims being resolved by this Settlement.  
22 This time does not include time incurred after the billing was finalized and the time spent  
23 managing the completion of the settlement, which I estimate will add \$10,000 in additional  
24 lodestar.

25 9. The award of litigation expenses is based upon the actual expenses incurred by  
26 Plaintiff and PAGA Counsel, which currently are \$17,917.95. Under the Agreement, PAGA  
27 Counsel will be recovering litigation expenses in the total amount of \$17,917.95 which is

1 less than the \$18,000 allocation for costs in the Settlement Agreement, so the difference of  
2 \$82.05 will be added to the PAGA Payment amount. The litigation expenses incurred by my  
3 firm in the amount of \$17,917.95 were all reasonably necessary to the litigation and are  
4 detailed in Exhibit #2 attached hereto.

5  
6 Experience and Qualifications

7 10. I have represented hundreds of thousands of employees in hundreds of legal  
8 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal  
9 Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution  
10 of wage and hour class action and PAGA action matters. The attorneys at Blumenthal  
11 Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in hundreds of  
12 contested motions for class certification including many consolidated wage and hour matters.

13 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for  
14 handling the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica*  
15 *Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik  
16 De Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs submitted  
17 by Mayer Brown LLP to persuade the Ninth Circuit of the importance of the substantive rights  
18 of the State of California under the California Private Attorney General Act of 2004  
19 ("PAGA"). Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on this case where  
20 the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule. Blumenthal  
21 Nordrehaug Bhowmik De Blouw LLP also has recently engaged in noted appellate work on  
22 the subject of class actions in the California Court of Appeals resulting in the opinions handed  
23 down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109, 184 Cal.  
24 Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related arbitration  
25 agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.  
26 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug  
27 Bhowmik De Blouw LLP received an award from the Daily Journal for Top Appellate

1 Reversal, and I received an award from the Daily Journal as Top Labor & Employment  
2 Attorney 2016.

3 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds  
4 of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De  
5 Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the  
6 amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No.  
7 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*,  
8 U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare in the amount of  
9 \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No. CGC-18-565521);  
10 (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime Healthcare Paradise*  
11 *Valley, LLC*, Superior Court of California for the County of San Diego, Case No. 37-2014-  
12 00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v. Beena Beauty Holding*,  
13 *Inc.*, Superior Court of California for the County of Los Angeles, Case No. BC566065); (vi)  
14 Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI SDI, LLC, et al.*,  
15 Superior Court of California for the County of San Diego, Case No. 37-2017-00025191); (vii)  
16 Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*  
17 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No.  
18 CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy*  
19 *Driving School*, Superior Court for the County of San Diego, Case No. 37-2018-00047639);  
20 (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County  
21 of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000  
22 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No.  
23 20STCV47464); (xi) Lululemon in the amount of \$1,200,000 (*O'Donnell v. Lululemon USA*,  
24 *Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii)  
25 Yourmechanic in the amount of \$1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court  
26 for the County of San Diego, Case No. 37-2017-00024056); (xiii) Altamed in the amount of  
27 \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles,

1 Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*  
2 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and,  
3 Gurnick Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of*  
4 *Medical Arts*, Superior Court for the County of San Mateo, Case No. 22-CIV-01185). Based  
5 upon our significant experience litigating claims for PAGA penalties, the opinion of  
6 experience counsel is that this is an excellent settlement and the PAGA Payment here is greater  
7 on a per pay period basis than similar settlements that my firm has previously negotiated, and  
8 which courts have approved.

9 (c) Then Chief Judge Irma Gonzales in a consolidated class action  
10 representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik  
11 De Blouw LLP was "qualified counsel with extensive experience in class action litigation."  
12 *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007).  
13 Examples of other contested actions where class certification was granted Blumenthal  
14 Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour class  
15 actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS 58561 (S.D.  
16 Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx),  
17 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*, No. 2:15-cv-  
18 00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v. Avon*  
19 *Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015);  
20 *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS  
21 158115 (E.D. Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV  
22 16-1133 JGB (C.D. Cal. May 1, 2017). Some examples of heavily contested State Court wage  
23 and hour class actions where class certification was obtained and BNBD was appointed lead  
24 class counsel include *Vakili v. Dignity Health, et al.*, San Francisco Superior Court, Case No.  
25 CGC-18-569456 (December 16, 2021); *Armstrong v. Ruan Transport*, San Bernardino  
26 Superior Court, Case No. CIVDS1605897 (August 11, 2020); *Spears v. Health Net of*  
27 *California*, Sacramento County Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019);

1 *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957  
2 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior  
3 Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino  
4 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County  
5 Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco  
6 Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*,  
7 Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010);  
8 *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v.*  
9 *CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

10 (d) Over the course of the litigation, a number of attorneys in my firm have  
11 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik  
12 De Blouw LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #3.  
13 Some of the major cases our firm has undertaken are also set forth in Exhibit #3. The bulk of  
14 the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have  
15 had extensive representative and class litigation experience, much of it in the area of consumer  
16 class actions, employment class actions, securities litigation, unfair business practices and  
17 other complex litigation. The attorneys at my firm have extensive experience in cases  
18 involving labor code violations and overtime claims. Class Counsel has litigated similar wage  
19 and hour cases against other employers on behalf of employees, including cases against  
20 Walmart, Legoland, See's Candies, Securitas, Okta, El Pollo Loco, Automobile Association,  
21 Marriott, Total Renal, Solarcity, Penske, Universal Protection Services, Panda Express,  
22 Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration, Time  
23 Warner, and California State Automobile Association. It is this level of experience which  
24 enabled the firm to undertake the instant matter and to successfully combat the resources of  
25 the defendants and their capable and experienced counsel. On account of the concerted and  
26 dedicated effort this case required in order to properly handle and prosecute, Class Counsel  
27 were precluded from taking other cases, and in fact, had to turn away other potential fee  
28

1 generating cases.

2       12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP  
3 are as follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750,  
4 Paralegals from \$250 to \$275. My firm's hourly rates are based upon the Laffey Matrix with  
5 the appropriate 2% increase adjustment for Southern California. A true and correct copy of  
6 the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been  
7 approved by Court's throughout California, including the Courts in the Superior Court of  
8 California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that  
9 Class Counsel's "rates generally appear reasonable and 'in line with those prevailing in the  
10 [relevant] community'—the Central District of California". Finally, the reasonableness of  
11 Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of  
12 comparable counsel practicing complex and class litigation as detailed in the National Law  
13 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014  
14 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing  
15 rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates  
16 when compared within 21 other firms practicing in the Southern District of California.) This  
17 survey is useful to show that Class Counsel's rates are in line with the comparable rates of the  
18 defense counsel that opposes these types of class claims, such as Mayer Brown noted above  
19 who is defense counsel in cases currently being prosecuted by Class Counsel. In another  
20 example from several years ago, Sheppard Mullin Richter & Hampton, who is opposing  
21 counsel in many cases prosecuted by Class Counsel (one of the most frequent opposing  
22 counsel), charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul  
23 Hastings, another opposing counsel in these types of cases, in years past historically charged  
24 between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged  
25 by my firm for comparable work are less than these examples and are therefore undoubtedly  
26 reasonable.

27       13. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit #5.

1 In addition, the LWDA is being served with this motion which includes the Settlement  
2 Agreement, as verified in the proof of service.

3 14. Settlement Administration – Apex Class Action was selected as the Settlement  
4 Administrator based upon their estimate. A true and correct copy of the estimate from Apex  
5 Class Action is attached hereto as Exhibit #6, and the estimate provides for Administration  
6 Expenses in the amount of \$6,900 for 495 aggrieved employees. I have used Apex Class  
7 Action successfully as the administrator in more than ten prior settlements in the last couple  
8 years and know them to be competent and experienced.

9 15. Conflicts – Neither Plaintiff nor my firm have any relationship with the  
10 Administrator, nor any actual or potential conflicts of interest with Aggrieved Employees or  
11 the LWDA.

12 16. Service Award – The Settlement Agreement provides for the Plaintiff to receive  
13 a service award in the amount of \$10,000. The service of the Plaintiff on behalf of the  
14 Aggrieved Employees and the LWDA justifies this award and is detailed in the accompanying  
15 Declaration of Tina Charnett. Courts routinely award service awards in the amount of \$10,000  
16 in PAGA settlements. See e.g. *Connelly v. Starbucks Corp.*, No. 1:21-cv-00746-SAB, 2023  
17 U.S. Dist. LEXIS 175711, at \*35 (E.D. Cal. Sep. 28, 2023) (granting incentive award of  
18 \$10,000 in a PAGA Settlement).

19 I declare under penalty of perjury under the laws of the State of California that the  
20 foregoing is true and correct. Executed this 7th day of February 2024, at San Diego, California.

21 /s/ Kyle Nordrehaug  
22 Kyle Nordrehaug  
23  
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28

**EXHIBIT #1**

## PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Tina Charnett (“Plaintiff”) and Defendants Epic Healthcare Staffing, LLC, Epic Healthcare Travel Staffing, Inc., Epic School Staffing Holdco, Inc., Epic Staffing Group, Inc., and Therapy Travelers LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

### 1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Tina Charnett v Epic Healthcare Staffing, LLC; Epic Healthcare Travel Staffing, Inc.; Epic School Staffing Holdco, Inc.; Epic Staffing Group, Inc.; Therapy Travelers LLC* (Case No. 23TRCV00188) initiated on January 20, 2023 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action Administration, 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 PAGA 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 Employees” means all individuals who are or previously were employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession 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 Employee 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. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

- 1.8. “Court” means the Superior Court of California, County of Los Angeles.
- 1.9. “Defendants” means named Defendants Epic Healthcare Staffing, LLC, Epic Healthcare Travel Staffing, Inc., Epic School Staffing Holdco, Inc., Epic Staffing Group, Inc., and Therapy Travelers LLC.
- 1.10. “Defense Counsel” means Jesse M. Caryl of the law firm Bent Caryl & Kroll, LLP.
- 1.11. “Effective Date” means the date on which the Court’s order approving the settlement and its entry of Judgment become Final, which shall mean the latest of the following as applicable: (i) if there is no appeal, the date that is 61 days after the Judgment; (ii) if there is an appeal of the Court’s judgment, the date the order and judgment approving the settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of \$473,700.00 which is the maximum amount Defendants agree to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award and the Administrator Expenses.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

- 1.18. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik and Nicholas J. De Blouw of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Action.
- 1.19. “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.
- 1.20. “PAGA Notice” means Plaintiff’s October 31, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award and Administration Expenses Payment, which after these deduction is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.22. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.23. “PAGA Period” means the period from October 31, 2021 through November 11, 2023.
- 1.24. “Plaintiff” means Tina Charnett, the named Plaintiff in the Action.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.26. “Released Parties” means Defendants; its present, former, or future owners, officers, members, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; and any and all agents, legal representatives, and/or attorneys.
- 1.27. “Service Award” means the total amount up to \$10,000 to be paid to Plaintiff in exchange for a general release of claims against the Released Parties, as defined herein, subject to the Court’s approval.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

## 2. RECITALS

- 2.1. On January 20, 2023, Plaintiff commenced the Action by filing a Representative Action Complaint against Defendants alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.2. In addition to the Gross PAGA Settlement Amount, Defendants have agreed to separately settle Plaintiff's individual claims pursuant to separate confidential Individual Settlement Agreements ("Individual Settlement"). Plaintiff's individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff's Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiff's Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.4. On October 11, 2023, the Parties participated in an all-day mediation presided over by Hon. Carl J. West (Ret.) which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendants' policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.
- 2.6. 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 PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendants promise to pay \$473,700.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA

Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award and the Administration Expenses Payment. Defendants have no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendants.

- 3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA 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 one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$157,898.00 and PAGA Counsel Litigation Expenses Payment of not more than \$18,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. 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 PAGA Payment. 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 Fee 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 Defendants harmless, and indemnifies Defendants, 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 \$7,500 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 \$7,500, the Administrator will retain the remainder in the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$280,302 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$210,226.50) allocated to the LWDA PAGA Payment and 25% (no less than \$70,075.50) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA

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

3.2.4 Plaintiff's Service Award: Plaintiff shall request from the Court a Service Award in the amount of \$10,000.00 in exchange for a general release of claims against the Released Parties as set forth in §5.1 below. This amount shall be paid exclusively from the Gross PAGA Settlement Amount. Defendants shall not oppose Plaintiff's request for a Service Award in this amount. In the event the Service Award is approved for less than \$10,000.00 to Plaintiff, the unawarded difference will be added to the PAGA Payment and not to Plaintiff, PAGA Counsel, or Defendants. This payment will be reported on IRS Form 1099 issued to Plaintiff by the Settlement Administrator. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Enhancement Award shall not be sufficient grounds to void the Settlement Agreement.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 495 Aggrieved Employees who worked a total of 13,820 PAGA Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Concurrently with the funding of the Gross PAGA Settlement Amount as set forth in Paragraph 4.3 below, Defendants 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. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover 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 Defendants 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 PAGA Settlement Amount. Defendants shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator within the later of thirty (30) days of the Effective Date or March 1, 2024.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendants fund the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Service Award and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses 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 void date, which is 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. 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 seven (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 State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check, subject to Court approval.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants 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 Defendants fully fund the entire Gross PAGA Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, claims that cannot be released as a matter of law, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California 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:**

All Aggrieved Employees 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 "Released PAGA Claims". "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the PAGA Period. The Released PAGA Claims expressly excludes all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period. In no

event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual claims of any individuals.

### 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 Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

## 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.

6.1 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, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) 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; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) 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.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA

Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.3 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 the motion for 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 Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration 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 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** Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, there are 495 Aggrieved Employees who worked 13,820 Pay Periods during the PAGA Period.

Defense Counsel (or other authorized representation for Defendants) will provide a declaration stating the number of Aggrieved Employees and PAGA Pay Periods worked during the PAGA Period upon execution of this Settlement Agreement. If the number of PAGA Pay Periods is incorrect by more than 10%, then (1) the Gross PAGA Settlement Amount will be increased proportionately (e.g. if the number is 11% higher, the Gross PAGA Settlement Amount will be increased by 1%); or (2) at the election of Defendants, the PAGA Period will end at no more than 15,202 PAGA Pay Periods (e.g. 13,820 plus 10% equals 15,202) regardless of the date of approval of the Agreement or the passing of November 11, 2023 as outlined in Paragraph 1.23.

- 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 pursuant to C.C.P. Section 664.6 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, 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 PAGA Payment.

## **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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendants expressly deny all liability for any wrongdoing alleged by Plaintiff. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and 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 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.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.
- 10.4 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 the mediator, Hon. Carl J. West (Ret.), for resolution.
- 10.5 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants 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.
- 10.7 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.

- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 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.
- 10.10 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.
- 10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants 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 rule of court. 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 Defendants unless, prior to the Administrator’s payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 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.

10.14 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.

10.15 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:           Norman Blumenthal  
                                  [norm@bamlawca.com](mailto:norm@bamlawca.com)  
                                  Kyle R. Nordrehaug  
                                  [kyle@bamlawca.com](mailto:kyle@bamlawca.com)  
                                  Aparajit Bhowmik  
                                  [aj@bamlawca.com](mailto:aj@bamlawca.com)  
                                  Nicholas J. De Blouw  
                                  [deblouw@bamlawca.com](mailto:deblouw@bamlawca.com)  
                                  Blumenthal Nordrehaug Bhowmik De Blouw LLP  
                                  2255 Calle Clara  
                                  La Jolla, California 92037  
                                  Phone:           (858) 551-1223  
                                  Facsimile:       (858) 551-1232

To Defendants:       BENT CARYL & KROLL, LLP  
                                  Jesse M. Caryl  
                                  [jcaryl@bcklegal.com](mailto:jcaryl@bcklegal.com)  
                                  6300 Wilshire Blvd., Suite 1415  
                                  Los Angeles, CA 90048  
                                  Office: 323-315-0510  
                                  Fax: 323-774-6021

10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed

counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

10.18 No Other Pending Claims. Plaintiff represents that she does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of her employment with Defendants, or otherwise related to Defendants

10.19 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

## 11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Jan 2, 2024

*Tina Charnett*

Plaintiff Tina Charnett

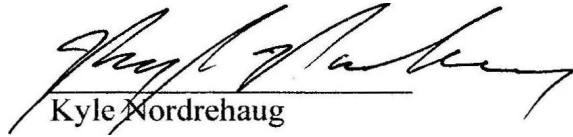
Dated: 1/4/2024

DocuSigned by:  
*mark siegel*  
22317B1F4B764B6...

mark siegel [name]

For Defendants

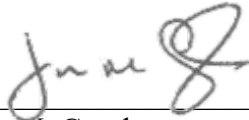
Dated: 1/2/24



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiff

Dated: 1/2/24



Jesse M. Caryl  
Bent Caryl & Kroll, LLP  
Attorney for Defendants

Approved as to Form

**EXHIBIT #2**

# Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA  
LA JOLLA, CA - California 92037-3107

## INVOICE

Invoice # 1  
Date: 02/07/2024  
Due On: 03/08/2024

Tina Charnett  
210 Sutton Way Apt 106  
Grass Valley, CA 95945

**CA2751**

### Epic Staffing Group; Therapy Travelers

#### Services

| Type    | Date       | Notes                                                                                                                                                                                                  | Quantity | Rate     | Total      |
|---------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|------------|
| Service | 09/15/2022 | Review and analyze original intake notes. Legal research regarding pending litigation in state and federal court. Conference with client. Research CA sec. of State website for correct Defendants.    | 3.00     | \$850.00 | \$2,550.00 |
| Service | 09/20/2022 | Review and analyze retaliation and discrimination claims. Analyze emails and write up from client. Legal research regarding DFEH claims and statute of limitations.                                    | 3.30     | \$850.00 | \$2,805.00 |
| Service | 10/05/2022 | Review entire employment file including all pay stubs. Analyze paystubs for regular rate and 226(a) violations. Research regrading the same. Conference with Plaintiff to discuss facts for complaint. | 4.70     | \$850.00 | \$3,995.00 |
| Service | 10/10/2022 | Draft original complaint.                                                                                                                                                                              | 4.30     | \$850.00 | \$3,655.00 |
| Service | 10/24/2022 | Draft complaint. Review and analyze Cal. Lab. Code 204 late payment of wage claims.                                                                                                                    | 4.00     | \$850.00 | \$3,400.00 |
| Service | 10/27/2022 | Review and revise draft complaint. Conference with client to discuss lawsuit process and to obtain approval of complaint for filing.                                                                   | 2.00     | \$850.00 | \$1,700.00 |
| Service | 10/31/2022 | Draft PAGA Notice. Upload to LWDA.                                                                                                                                                                     | 1.90     | \$850.00 | \$1,615.00 |
| Service | 11/01/2022 | Review complaint and case file. Draft internal case notes memo detailing claims and facts.                                                                                                             | 1.90     | \$850.00 | \$1,615.00 |

|         |            |                                                                                                                                                                                                                                                                                     |      |          |            |
|---------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| Service | 11/07/2022 | Draft amended PAGA Notice. Upload to LWDA website.                                                                                                                                                                                                                                  | 1.20 | \$850.00 | \$1,020.00 |
| Service | 12/12/2022 | Review case notes/damage analysis                                                                                                                                                                                                                                                   | 0.50 | \$675.00 | \$337.50   |
| Service | 12/12/2022 | Review & analyze employment file documents                                                                                                                                                                                                                                          | 2.50 | \$675.00 | \$1,687.50 |
| Service | 12/13/2022 | Review, edit & finalize class action complaint draft                                                                                                                                                                                                                                | 2.20 | \$675.00 | \$1,485.00 |
| Service | 12/14/2022 | Draft summons and civil case cover sheet & addendum/statement of location re class action                                                                                                                                                                                           | 0.50 | \$675.00 | \$337.50   |
| Service | 12/15/2022 | Review & finalize class action complaint package; file in LA Sup. Ct.                                                                                                                                                                                                               | 0.70 | \$675.00 | \$472.50   |
| Service | 12/15/2022 | Review court returned documents; review notice of assignment, memo to firm re judicial/departement assignment and status of initial case management conference re class action                                                                                                      | 0.50 | \$675.00 | \$337.50   |
| Service | 12/23/2022 | Revise complaint, advise ND                                                                                                                                                                                                                                                         | 2.80 | \$450.00 | \$1,260.00 |
| Service | 12/28/2022 | Revise complaint, advise ND                                                                                                                                                                                                                                                         | 2.60 | \$450.00 | \$1,170.00 |
| Service | 01/14/2023 | Prepare initial documents for service of process re epic healthcare staffing llc, epic healthcare travel staffing inc, epic school staffing holdco, inc., epic staffing group inc, therapy travelers llc; identify registered agents; send out for service via knox re class action | 1.25 | \$675.00 | \$843.75   |
| Service | 01/18/2023 | File proof of service of summons re class action; memo to firm re post service written discovery                                                                                                                                                                                    | 0.50 | \$675.00 | \$337.50   |
| Service | 01/20/2023 | Draft PAGA only complaint                                                                                                                                                                                                                                                           | 3.75 | \$675.00 | \$2,531.25 |
| Service | 01/20/2023 | Draft civil case cover sheet, summons, addendum/ statement of location re paga action                                                                                                                                                                                               | 0.50 | \$675.00 | \$337.50   |
| Service | 01/20/2023 | Review & finalize PAGA only complaint package; file in LA Sup. Ct.                                                                                                                                                                                                                  | 0.50 | \$675.00 | \$337.50   |
| Service | 01/20/2023 | Analyze PAGA Notice. Review and revise PAGA only complaint. Discuss with R. Ehmann. Status update to Plaintiff.                                                                                                                                                                     | 1.60 | \$850.00 | \$1,360.00 |
| Service | 01/23/2023 | Review court returned documents; review docket; review Notice of Case Assignment; memo to firm re judicial/departement assignment and status of initial cmc re paga action                                                                                                          | 0.50 | \$675.00 | \$337.50   |
| Service | 01/23/2023 | Provide notice to LWDA; upload PAGA complaint to LWDA website; save confirmation for future verification of notice to LWDA                                                                                                                                                          | 0.40 | \$675.00 | \$270.00   |
| Service | 01/24/2023 | Add PAGA case to spreadsheets, add FC                                                                                                                                                                                                                                               | 0.30 | \$250.00 | \$75.00    |
| Service | 01/30/2023 | Review and analyze Notice of Case Management Conference.                                                                                                                                                                                                                            | 0.30 | \$750.00 | \$225.00   |

|         |            |                                                                                                                                       |      |          |          |
|---------|------------|---------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------|
| Service | 02/05/2023 | Prepare initial documents for service of process re paga action; identify reg. agents for 5 defendants. send out for service via Knox | 1.00 | \$675.00 | \$675.00 |
| Service | 02/10/2023 | File Proofs of Service of Summons re 5 defendants; memo to firm re post service written discovery                                     | 0.60 | \$675.00 | \$405.00 |
| Service | 02/15/2023 | Review and outline pleadings and orders for onboarding; draft follow up correspondence regarding service.                             | 0.80 | \$550.00 | \$440.00 |
| Service | 02/17/2023 | Review and outline file documents for onboarding in advance of CMC.                                                                   | 0.70 | \$550.00 | \$385.00 |
| Service | 02/21/2023 | Review and analyze notice of appearance.                                                                                              | 0.20 | \$750.00 | \$150.00 |
| Service | 02/21/2023 | Email to J. Caryl re: e-service agreement.                                                                                            | 0.20 | \$750.00 | \$150.00 |
| Service | 02/22/2023 | Review file for status of appearances; review and outline orders; correspondence regarding CaseAnywhere.                              | 0.40 | \$550.00 | \$220.00 |
| Service | 02/23/2023 | Draft Joint Initial Status Conference Statement.                                                                                      | 1.20 | \$750.00 | \$900.00 |
| Service | 02/23/2023 | Email to J. Caryl re: Draft Joint Initial Status Conference Statement.                                                                | 0.20 | \$750.00 | \$150.00 |
| Service | 02/23/2023 | Follow up correspondence with opposing counsel regarding e-service provider.                                                          | 0.30 | \$550.00 | \$165.00 |
| Service | 02/23/2023 | Draft POS // Launch CaseAnywhere                                                                                                      | 1.00 | \$250.00 | \$250.00 |
| Service | 02/24/2023 | Emails from/to J. Caryl re ISC statement and mediation.                                                                               | 0.30 | \$750.00 | \$225.00 |
| Service | 02/24/2023 | Review and analyze Arbitration Agreement; Discuss pertinent parts with AJ and Kyle.                                                   | 0.80 | \$750.00 | \$600.00 |
| Service | 02/24/2023 | Telephone call from/to J. Caryl re ISC statement and mediation.                                                                       | 0.30 | \$750.00 | \$225.00 |
| Service | 02/24/2023 | Email form J. Caryl re PAGA waiver agreement, date of roll out, and number of AEs.                                                    | 0.20 | \$750.00 | \$150.00 |
| Service | 02/27/2023 | Draft RFD class action without prejudice, decl CTL, proposed order and POS                                                            | 1.00 | \$250.00 | \$250.00 |
| Service | 02/28/2023 | Create alert for dismissal of class case on courtlinks                                                                                | 0.20 | \$250.00 | \$50.00  |
| Service | 03/03/2023 | Review docket for status of dismissal; multiple correspondence with AC regarding ISC.                                                 | 0.50 | \$550.00 | \$275.00 |
| Service | 03/06/2023 | Review docket and retrieve order regarding dismissal; draft follow up correspondence; teleconference with RH regarding the same.      | 0.80 | \$550.00 | \$440.00 |
| Service | 03/06/2023 | FU re RFD, order signed, confirmed AGR won't appear                                                                                   | 0.30 | \$250.00 | \$75.00  |
| Service | 03/08/2023 | Dwnld c'd dismissal re Class, circulate and save in the                                                                               | 0.30 | \$250.00 | \$75.00  |

|         |            |                                                                                                                                                                               |      |          |            |
|---------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|         |            | file                                                                                                                                                                          |      |          |            |
| Service | 03/09/2023 | [PAGA] Review and analyze Defendant's Answer to Complaint.                                                                                                                    | 0.30 | \$750.00 | \$225.00   |
| Service | 03/09/2023 | Disco shells                                                                                                                                                                  | 2.40 | \$250.00 | \$600.00   |
| Service | 03/15/2023 | Review and outline case file for onboarding; draft summary for discovery.                                                                                                     | 0.80 | \$550.00 | \$440.00   |
| Service | 03/15/2023 | Draft initial discovery requests, Belaire-West notice, protective order and notice of deposition for Epic Healthcare Staffing.                                                | 2.00 | \$550.00 | \$1,100.00 |
| Service | 03/17/2023 | Prepare discovery requests for remaining four defendants; finalize for service; draft service correspondence with opposing counsel.                                           | 1.30 | \$550.00 | \$715.00   |
| Service | 03/22/2023 | Teleconference with RH regarding status; draft follow up correspondence.                                                                                                      | 0.50 | \$550.00 | \$275.00   |
| Service | 03/22/2023 | Commence claims analysis and assessment by comprehensive review of file, including pleadings, client documents, correspondence, and all other relevant file materials.        | 1.70 | \$475.00 | \$807.50   |
| Service | 03/22/2023 | Preparation of correspondence to Jesse Caryl regarding status of Defendant's production of Plaintiff's payroll records and personnel file pursuant to prior request for same. | 0.30 | \$475.00 | \$142.50   |
| Service | 03/22/2023 | Receipt and review of correspondence from Jesse Caryl regarding status of Defendant's production of Plaintiff's personnel file and payroll records.                           | 0.10 | \$475.00 | \$47.50    |
| Service | 04/04/2023 | Correspondence with Jesse Caryl regarding request for Plaintiff's personnel and payroll records; and contemporaneous examination of file materials to determine status.       | 0.30 | \$475.00 | \$142.50   |
| Service | 04/05/2023 | Receipt, review, and analysis of Defendant's production of Plaintiff's personnel and payroll records pursuant to LC 1198.5.                                                   | 1.50 | \$675.00 | \$1,012.50 |
| Service | 04/19/2023 | Email to J. Caryl re: mediation, follow-up regarding requested data and CMC.                                                                                                  | 0.30 | \$750.00 | \$225.00   |
| Service | 04/19/2023 | Email from J. Caryl re: meet and confer re: mediation and estimate of Aggrieved Employees and pay periods.                                                                    | 0.20 | \$750.00 | \$150.00   |
| Service | 04/19/2023 | Email to J. re: mediators and stipulation to stay pending mediation.                                                                                                          | 0.20 | \$750.00 | \$150.00   |
| Service | 04/19/2023 | Revise Stipulation to Stay Pending Mediation; Email to/ from J. Caryl re: revisions to same.                                                                                  | 0.80 | \$750.00 | \$600.00   |
| Service | 04/19/2023 | Receipt and review of correspondence from Jesse Caryl regarding mediation and stipulation to stay case.                                                                       | 0.20 | \$475.00 | \$95.00    |

|         |            |                                                                                                                                                                                                                                                                    |      |          |          |
|---------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------|
| Service | 04/19/2023 | Draft stips to stay pending mediation // update class list                                                                                                                                                                                                         | 1.00 | \$250.00 | \$250.00 |
| Service | 04/20/2023 | Email form J. Carly re: revisions to Stipulation to Stay Pending Mediation.                                                                                                                                                                                        | 0.20 | \$750.00 | \$150.00 |
| Service | 04/20/2023 | Revise Stipulation to Stay Pending Mediation; Email to J. Caryl re: revisions.                                                                                                                                                                                     | 0.60 | \$750.00 | \$450.00 |
| Service | 04/20/2023 | Email from C. Barrios re: information for mediation with Carl West.                                                                                                                                                                                                | 0.20 | \$750.00 | \$150.00 |
| Service | 04/20/2023 | Finalize Stipulation to Stay Pending Mediation; Email from J. Caryl re: executed Stipulation to Stay Pending Mediation.                                                                                                                                            | 0.40 | \$750.00 | \$300.00 |
| Service | 04/20/2023 | Finalize and file (one legal) stip to stay pending mediation, serve (email), circulate                                                                                                                                                                             | 1.00 | \$250.00 | \$250.00 |
| Service | 04/24/2023 | Email from C. Barrios re: mediation fee split and full day confirmation.                                                                                                                                                                                           | 0.30 | \$750.00 | \$225.00 |
| Service | 04/25/2023 | Email from/to C. Barrios re: 50/50 split and full day mediation with Judge West.                                                                                                                                                                                   | 0.30 | \$750.00 | \$225.00 |
| Service | 04/26/2023 | Correspondence from Claudia Barrios re request to administer mediation, and determination as to further handling.                                                                                                                                                  | 0.20 | \$675.00 | \$135.00 |
| Service | 04/27/2023 | Preparation for pending deadline to file case management statement by comprehensive review of relevant file materials, including pleadings and other submissions, Court orders, docket, and correspondence with counsel, and determination as to further handling. | 0.70 | \$475.00 | \$332.50 |
| Service | 05/02/2023 | Calendar reminders re Bates Stamp, update spreadsheet re case going to mediation                                                                                                                                                                                   | 0.20 | \$250.00 | \$50.00  |
| Service | 05/04/2023 | Review of relevant file materials, including pleadings, orders, and docket, to determine plan regarding Case Management Statement; and telephone call to Jesse Carryl re proposed plan.                                                                            | 0.40 | \$675.00 | \$270.00 |
| Service | 05/04/2023 | PhMwRH re Check status of stip to stay, filing accepted but order not signed                                                                                                                                                                                       | 0.20 | \$250.00 | \$50.00  |
| Service | 05/05/2023 | Communications with Jesse Caryl regarding agreement to joint case management statement in light of Court's delay regarding stipulation to stay case pending mediation.                                                                                             | 0.30 | \$475.00 | \$142.50 |
| Service | 05/06/2023 | Correspondence from Jesse Caryl re draft joint CMC statement.                                                                                                                                                                                                      | 0.10 | \$675.00 | \$67.50  |
| Service | 05/08/2023 | Review, analysis, and execution of Joint Case Management Statement; and communications with Jesse Caryl regarding the same.                                                                                                                                        | 0.50 | \$475.00 | \$237.50 |

|         |            |                                                                                                                                                                             |      |          |          |
|---------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------|
| Service | 05/08/2023 | Receipt and review of Court order staying case pending mediation, and determination as to further handling.                                                                 | 0.20 | \$475.00 | \$95.00  |
| Service | 05/08/2023 | Receipt and review Court's Order staying case pending mediation.                                                                                                            | 0.20 | \$750.00 | \$150.00 |
| Service | 05/08/2023 | Confirmed w/CTL Depo not going per stip to mediation // dwld c'd signed order re stip and email o TG                                                                        | 0.30 | \$250.00 | \$75.00  |
| Service | 05/08/2023 | Email CJ re calendar new dates per stip to stay pending mediation                                                                                                           | 0.20 | \$250.00 | \$50.00  |
| Service | 05/09/2023 | Review docket and file for status in advance of CMC; draft follow up correspondence regarding TSC/CMC.                                                                      | 0.30 | \$550.00 | \$165.00 |
| Service | 05/09/2023 | Bates stamp P's docs                                                                                                                                                        | 0.30 | \$250.00 | \$75.00  |
| Service | 05/10/2023 | Receipt and review Notice of Mediation.                                                                                                                                     | 0.30 | \$750.00 | \$225.00 |
| Service | 05/10/2023 | Review and outline file and claims in advance of drafting mediation data request.                                                                                           | 0.80 | \$550.00 | \$440.00 |
| Service | 05/10/2023 | Correspondence with AC regarding documents; review and extract relevant documents; create outline and develop exhibit book.                                                 | 1.20 | \$550.00 | \$660.00 |
| Service | 05/10/2023 | Receipt and review of Notice of Mediation from JAMS.                                                                                                                        | 0.10 | \$675.00 | \$67.50  |
| Service | 05/10/2023 | Bates stamp P's docs and D's docs and email to AGR for review                                                                                                               | 0.20 | \$250.00 | \$50.00  |
| Service | 05/11/2023 | Draft mediation data request; submit to AB for review.                                                                                                                      | 1.20 | \$550.00 | \$660.00 |
| Service | 05/11/2023 | Revise, finalize and serve mediation data request.                                                                                                                          | 0.40 | \$550.00 | \$220.00 |
| Service | 05/12/2023 | Order staying case pending mediation.                                                                                                                                       | 0.20 | \$750.00 | \$150.00 |
| Service | 05/12/2023 | Finalize Notice of Order re: Stipulation to Submit to Arbitration and Stay.                                                                                                 | 0.30 | \$750.00 | \$225.00 |
| Service | 05/12/2023 | Draft notice of order, attach exhibit, email to CTL for review                                                                                                              | 0.30 | \$250.00 | \$75.00  |
| Service | 05/16/2023 | Review and outline orders and docket; draft joint CMC/ TSC statement.                                                                                                       | 1.50 | \$550.00 | \$825.00 |
| Service | 05/17/2023 | Revise CMC/TSC statement, submit to opposing counsel.                                                                                                                       | 0.60 | \$550.00 | \$330.00 |
| Service | 05/18/2023 | Receive and review revisions to joint statement; further revise, finalize, file and serve joint statement.                                                                  | 0.60 | \$550.00 | \$330.00 |
| Service | 06/05/2023 | Preparation for pending Trial Setting Conference by comprehensive review of file materials, Court docket, and determination as to matters warranting discussion with Court. | 0.50 | \$475.00 | \$237.50 |
| Service | 06/06/2023 | Preparation for and attendance/appearance at Case                                                                                                                           | 1.10 | \$475.00 | \$522.50 |

|         |            |                                                                                                                                                                                            |      |          |            |
|---------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|         |            | Management Conference and Trial Setting Conference, including review of all relevant file materials, Court docket, and discussion with AGR; and subsequent circulation of summary of same. |      |          |            |
| Service | 08/29/2023 | Review file for status of data; update matrix; draft follow up correspondence with opposing counsel.                                                                                       | 0.40 | \$550.00 | \$220.00   |
| Service | 09/11/2023 | Review client file documents and organize for mediation; create exhibit book.                                                                                                              | 1.50 | \$550.00 | \$825.00   |
| Service | 09/11/2023 | Review and outline files, draft mediation summary.                                                                                                                                         | 1.00 | \$550.00 | \$550.00   |
| Service | 09/12/2023 | Draft follow up correspondence with opposing counsel regarding mediation production.                                                                                                       | 0.40 | \$550.00 | \$220.00   |
| Service | 09/13/2023 | Email CL re team introduction and set up meeting with AGR over the phone to gather mediation data                                                                                          | 0.30 | \$250.00 | \$75.00    |
| Service | 09/14/2023 | Review correspondence from OPC re number of D's employees and pay periods provided pursuant to mediation, update file                                                                      | 0.20 | \$250.00 | \$50.00    |
| Service | 09/14/2023 | Receive and review mediation data; multiple correspondence regarding the same.                                                                                                             | 1.20 | \$550.00 | \$660.00   |
| Service | 09/15/2023 | Review and analyze data produced for mediation. Prepare for mediation.                                                                                                                     | 4.70 | \$850.00 | \$3,995.00 |
| Service | 09/18/2023 | Begin review and outlining of documents for mediation; draft follow up correspondence.                                                                                                     | 1.20 | \$550.00 | \$660.00   |
| Service | 09/18/2023 | Review pay stub exemplars for 226(a) and overtime violations. Legal research regarding the same.                                                                                           | 3.90 | \$850.00 | \$3,315.00 |
| Service | 09/19/2023 | Review, organize, sort, combine and bates stamp d's documents produced ahead of mediation                                                                                                  | 1.00 | \$250.00 | \$250.00   |
| Service | 09/19/2023 | Multiple correspondence with AC regarding mediation data organization.                                                                                                                     | 0.40 | \$550.00 | \$220.00   |
| Service | 09/19/2023 | Review and outline additional document for mediation; update flowchart; multiple correspondence with AB regarding the same.                                                                | 0.80 | \$550.00 | \$440.00   |
| Service | 09/21/2023 | Review, organize, sort, combine and bates stamp d's documents produced ahead of mediation                                                                                                  | 2.00 | \$250.00 | \$500.00   |
| Service | 09/21/2023 | Review additional records; multiple follow up correspondence with AC regarding production.                                                                                                 | 0.60 | \$550.00 | \$330.00   |
| Service | 09/22/2023 | Discuss mediation production with Adolfo and Andy; Discuss production of sample with AJ in preparation for call with B. Berger.                                                            | 0.40 | \$750.00 | \$300.00   |
| Service | 09/22/2023 | Review, organize, sort, combine and bates stamp d's documents produced ahead of mediation                                                                                                  | 1.00 | \$250.00 | \$250.00   |

|         |            |                                                                                                                                                                                                |       |          |            |
|---------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------|------------|
| Service | 09/22/2023 | Legal research regarding previous PAGA settlements with similar pay periods and claims for mediation valuation. Review and analyze Defendant's wage and hour documents.                        | 3.20  | \$850.00 | \$2,720.00 |
| Service | 09/26/2023 | Conference with Plaintiff to discuss background facts for mediation brief and obtain settlement authority. Review discovery to date. Analyze Plaintiff's individual claims.                    | 1.80  | \$850.00 | \$1,530.00 |
| Service | 09/28/2023 | Follow up correspondence with expert regarding report in advance of mediation.                                                                                                                 | 0.30  | \$550.00 | \$165.00   |
| Service | 09/29/2023 | Multiple correspondence with expert regarding analysis.                                                                                                                                        | 0.50  | \$550.00 | \$275.00   |
| Service | 09/29/2023 | Review file for status of client intake; follow up correspondence with AC.                                                                                                                     | 0.40  | \$550.00 | \$220.00   |
| Service | 10/02/2023 | Speak with client in advance of mediation, analyze individual claims, advise AJB                                                                                                               | 2.60  | \$450.00 | \$1,170.00 |
| Service | 10/02/2023 | Draft mediation. Review and analyze settlement issues.                                                                                                                                         | 6.00  | \$850.00 | \$5,100.00 |
| Service | 10/03/2023 | Review and outline file in preparation for mediation; draft updated intake sheet.                                                                                                              | 0.80  | \$550.00 | \$440.00   |
| Service | 10/03/2023 | Teleconference with client regarding claims; update file.                                                                                                                                      | 1.00  | \$550.00 | \$550.00   |
| Service | 10/04/2023 | Receive and review expert repots; draft multiple follow up correspondence.                                                                                                                     | 0.60  | \$550.00 | \$330.00   |
| Service | 10/05/2023 | Speak with client about claims, calculate individual damages, advise AJB                                                                                                                       | 2.60  | \$450.00 | \$1,170.00 |
| Service | 10/05/2023 | Draft/file mediation brief.                                                                                                                                                                    | 3.00  | \$895.00 | \$2,685.00 |
| Service | 10/06/2023 | Prepare for mediation, review and analyze mediation brief, advise AJB                                                                                                                          | 2.60  | \$450.00 | \$1,170.00 |
| Service | 10/09/2023 | Review and analyze expert report and damage analysis. Review and analyze all mediation materials including all exhibits to brief and prepare for mediation. Update Plaintiff regarding status. | 2.70  | \$850.00 | \$2,295.00 |
| Service | 10/11/2023 | Review status of case, confirm mediation on calendar, text reminder to AJ                                                                                                                      | 0.20  | \$250.00 | \$50.00    |
| Service | 10/11/2023 | Attend mediation                                                                                                                                                                               | 8.00  | \$450.00 | \$3,600.00 |
| Service | 10/11/2023 | Prep and appear for mediation.                                                                                                                                                                 | 10.00 | \$895.00 | \$8,950.00 |
| Service | 10/12/2023 | Review file for status of MOU; multiple correspondence with ND and client regarding the same; outline MOU for amendment procedures.                                                            | 0.70  | \$550.00 | \$385.00   |
| Service | 10/13/2023 | Review & analyze MOU                                                                                                                                                                           | 0.50  | \$675.00 | \$337.50   |
| Service | 10/13/2023 | Review and analyze mediation notes. Analyze MOU                                                                                                                                                | 1.50  | \$850.00 | \$1,275.00 |

|         |            |                                                                                                                                                               |      |          |            |
|---------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|         |            | terms. Send to Plaintiff for signature. Conference with Plaintiff to discuss terms and settlement approval process.                                           |      |          |            |
| Service | 10/23/2023 | Draft Joint CMS; Email to J. Caryl re: revisions to Joint CMS.                                                                                                | 0.60 | \$750.00 | \$450.00   |
| Service | 10/23/2023 | Email from J. Caryl re: revisions to Joint CMS; Finalize Joint CMS.                                                                                           | 0.40 | \$750.00 | \$300.00   |
| Service | 10/24/2023 | PAGA - Finalize joint Trial Setting Conference Statement, fix caption and footer, add POS, review file and chamber rules, file via One Legal, serve via email | 0.50 | \$250.00 | \$125.00   |
| Service | 10/30/2023 | Receipt and review Notice of continuance of hearing and order                                                                                                 | 0.30 | \$750.00 | \$225.00   |
| Service | 11/07/2023 | Ran fees/cost report in Clio and Tussman, saved in file, email CTL                                                                                            | 0.20 | \$250.00 | \$50.00    |
| Service | 11/09/2023 | Download Notice re: Continuance of Hearing & Order, confirm it was saved in the file, prepare POS, email Caseanywhere to request access to case.              | 0.20 | \$250.00 | \$50.00    |
| Service | 11/13/2023 | PAGA - Review status of case and ROA, draft updated Trial Setting Conference Statement                                                                        | 0.50 | \$250.00 | \$125.00   |
| Service | 11/13/2023 | PAGA- Finalize POS for Notice of Continuance of Hearing and Order, serve OPC via email, file POS in Onelegal.                                                 | 0.40 | \$250.00 | \$100.00   |
| Service | 11/14/2023 | Revise Joint Case Management Statement.                                                                                                                       | 0.40 | \$750.00 | \$300.00   |
| Service | 11/14/2023 | Email to J. Caryl re: Joint Case Management Statement.                                                                                                        | 0.20 | \$750.00 | \$150.00   |
| Service | 11/14/2023 | Email from J. Caryl re revisions to TSC Statement; Finalize TSC Statement.                                                                                    | 0.40 | \$750.00 | \$300.00   |
| Service | 11/14/2023 | Finalize Joint TSC Statement for service; File in Onelegal; Email to OPC re Joint Case Management Statement; circulate to CourtDocs.                          | 0.50 | \$250.00 | \$125.00   |
| Service | 11/15/2023 | Review file; review & analyze MOU; draft long form PAGA Settlement Agreement                                                                                  | 4.50 | \$675.00 | \$3,037.50 |
| Service | 11/16/2023 | Review file; draft individual settlement Agreement                                                                                                            | 2.75 | \$675.00 | \$1,856.25 |
| Service | 11/17/2023 | Review long form PAGA and individual settlement agreements; confer w ND re wage/non-wage claims in ind. agmt; email to OPC w drafts settlement agreements     | 1.00 | \$675.00 | \$675.00   |
| Service | 11/28/2023 | Email from J. Caryl re: revisions to settlement agreement and administration costs.                                                                           | 0.10 | \$750.00 | \$75.00    |
| Service | 11/28/2023 | Review status and next steps; memo to Apex; email Def; review draft agreement; advise RE                                                                      | 1.50 | \$950.00 | \$1,425.00 |

|         |            |                                                                                                                                                                           |      |          |            |
|---------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| Service | 12/06/2023 | Review file for status of settlement; multiple correspondence with RE regarding the same; review docket.                                                                  | 0.50 | \$550.00 | \$275.00   |
| Service | 12/13/2023 | Revise long form PAGA Agreement; insert Admin; review current costs; email to KN re costs                                                                                 | 0.50 | \$675.00 | \$337.50   |
| Service | 12/15/2023 | Revise PAGA agreement re admin, attorney fee figures; finalize draft; email to KN re Agreement                                                                            | 0.75 | \$675.00 | \$506.25   |
| Service | 12/29/2023 | Multiple correspondence regarding settlement agreement.                                                                                                                   | 0.40 | \$550.00 | \$220.00   |
| Service | 12/29/2023 | Review PAGA agreement and memo from RE; prepare final PAGA Agreement; email Def; memo to staff                                                                            | 2.00 | \$950.00 | \$1,900.00 |
| Service | 01/02/2024 | Review emails and status; finalize individual agreement and email Def; memo to staff                                                                                      | 1.00 | \$950.00 | \$950.00   |
| Service | 01/02/2024 | Review and analyze settlement agreement terms for conformity with MOU. Send to Plaintiff for signature. Conference with Plaintiff to discuss timing of settlement payout. | 1.30 | \$850.00 | \$1,105.00 |
| Service | 01/04/2024 | Review file; begin drafting motion to approve PAGA settlement                                                                                                             | 3.00 | \$675.00 | \$2,025.00 |
| Service | 01/05/2024 | Finish drafting motion for approval of PAGA settlement                                                                                                                    | 3.50 | \$675.00 | \$2,362.50 |
| Service | 01/05/2024 | Draft proposed order re motion to approve PAGA settlement                                                                                                                 | 1.00 | \$675.00 | \$675.00   |
| Service | 01/09/2024 | Review draft motion for PAGA approval; review motion and email draft motion to Defendant; prepare approval outline; memo to staff                                         | 1.00 | \$950.00 | \$950.00   |
| Service | 01/09/2024 | Telephone conference with YS re obtaining date for approval of settlement                                                                                                 | 0.20 | \$250.00 | \$50.00    |
| Service | 01/09/2024 | Reserve date for motion for PAGA settlement approval through Court's reservation portal.                                                                                  | 0.30 | \$250.00 | \$75.00    |
| Service | 01/22/2024 | Review status; email Def; work on approval issues                                                                                                                         | 0.50 | \$950.00 | \$475.00   |
| Service | 01/28/2024 | Review file; draft declaration of Tina Charnett re service award request/PAGA approval motion; email to plaintiff re draft declaration                                    | 2.50 | \$675.00 | \$1,687.50 |
| Service | 02/01/2024 | Review status of case and court's docket, case reassigned to a new dept.; draft Joint TSC statement                                                                       | 0.50 | \$250.00 | \$125.00   |
| Service | 02/01/2024 | Receipt and review Trial Setting Conference Statement.                                                                                                                    | 0.40 | \$750.00 | \$300.00   |
| Service | 02/01/2024 | Email OPC re draft TSC statement for review                                                                                                                               | 0.20 | \$250.00 | \$50.00    |
| Service | 02/01/2024 | Confirm authorization from OPC to esign, Revise and File TSC via one legal, serve via email                                                                               | 0.40 | \$250.00 | \$100.00   |

|                          |            |                                                                                                                                                                                |      |                     |            |
|--------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------------|------------|
| Service                  | 02/05/2024 | Review Courtlinks notification re 2/2 Minute Order. TSC/CMC set for 2/16 was continued to 4/19. Email order to Court Docs to calendar new date. Update file with minute order. | 0.40 | \$250.00            | \$100.00   |
| Service                  | 02/05/2024 | Receipt and review Minute Order re TSC and CMC                                                                                                                                 | 0.20 | \$750.00            | \$150.00   |
| Service                  | 02/07/2024 | Draft declaration ISO motion                                                                                                                                                   | 2.00 | \$950.00            | \$1,900.00 |
| Service                  | 02/07/2024 | Review and revise motion; prepare final motion for filing; file and serve motion; serve LWDA                                                                                   | 1.80 | \$950.00            | \$1,710.00 |
| <b>Services Subtotal</b> |            |                                                                                                                                                                                |      | <b>\$132,667.50</b> |            |

**Expenses**

| Type    | Date       | Notes                                         | Quantity | Rate       | Total      |
|---------|------------|-----------------------------------------------|----------|------------|------------|
| Expense | 10/31/2022 | PAGA Filing Fee                               | 1.00     | \$75.00    | \$75.00    |
| Expense | 12/15/2022 | Court fees/OneLegal Fees                      | 1.00     | \$1,494.53 | \$1,494.53 |
| Expense | 01/18/2023 | Onelegal/Court Fee                            | 1.00     | \$17.66    | \$17.66    |
| Expense | 01/19/2023 | Onelegal/court fees                           | 1.00     | \$42.47    | \$42.47    |
| Expense | 01/23/2023 | Onelegal/court fees                           | 1.00     | \$465.49   | \$465.49   |
| Expense | 01/31/2023 | Knox                                          | 1.00     | \$128.75   | \$128.75   |
| Expense | 01/31/2023 | Knox                                          | 1.00     | \$68.75    | \$68.75    |
| Expense | 01/31/2023 | Knox                                          | 1.00     | \$68.75    | \$68.75    |
| Expense | 01/31/2023 | Knox                                          | 1.00     | \$68.75    | \$68.75    |
| Expense | 01/31/2023 | Knox                                          | 1.00     | \$68.75    | \$68.75    |
| Expense | 02/10/2023 | Onelegal/court fees                           | 1.00     | \$43.75    | \$43.75    |
| Expense | 02/17/2023 | Onelegal/Court Fees                           | 1.00     | \$17.66    | \$17.66    |
| Expense | 02/28/2023 | KNOX filing and messenger service.            | 1.00     | \$121.15   | \$121.15   |
| Expense | 02/28/2023 | KNOX filing and messenger service.            | 1.00     | \$61.15    | \$61.15    |
| Expense | 02/28/2023 | KNOX filing and messenger service.            | 1.00     | \$61.15    | \$61.15    |
| Expense | 02/28/2023 | KNOX filing and messenger service.            | 1.00     | \$61.15    | \$61.15    |
| Expense | 02/28/2023 | KNOX filing and messenger service.            | 1.00     | \$61.15    | \$61.15    |
| Expense | 02/28/2023 | One Legal -Request for Dismissal, Declaration | 1.00     | \$17.66    | \$17.66    |
| Expense | 03/01/2023 | Lexis Nexis.                                  | 1.00     | \$7.00     | \$7.00     |
| Expense | 04/03/2023 | Lexis Nexis                                   | 1.00     | \$255.00   | \$255.00   |

|         |            |                            |      |            |            |
|---------|------------|----------------------------|------|------------|------------|
| Expense | 04/21/2023 | OneLegal filing fee        | 1.00 | \$38.25    | \$38.25    |
| Expense | 05/01/2023 | Lexis Nexis.               | 1.00 | \$220.00   | \$220.00   |
| Expense | 05/15/2023 | OneLegal filing fee        | 1.00 | \$17.66    | \$17.66    |
| Expense | 05/18/2023 | OneLegal filing fee.       | 1.00 | \$17.66    | \$17.66    |
| Expense | 06/02/2023 | Lexisnexis                 | 1.00 | \$242.00   | \$242.00   |
| Expense | 06/13/2023 | Mediation Fees - Carl West | 1.00 | \$8,475.00 | \$8,475.00 |
| Expense | 07/03/2023 | Lexis Nexis                | 1.00 | \$231.00   | \$231.00   |
| Expense | 08/02/2023 | LexisNexis                 | 1.00 | \$220.00   | \$220.00   |
| Expense | 09/01/2023 | Lexis Nexis                | 1.00 | \$253.00   | \$253.00   |
| Expense | 10/02/2023 | LexisNexis                 | 1.00 | \$198.00   | \$198.00   |
| Expense | 10/25/2023 | Berger Consulting Fee      | 1.00 | \$3,800.00 | \$3,800.00 |
| Expense | 11/15/2023 | One Legal Filing           | 1.00 | \$17.66    | \$17.66    |
| Expense | 12/03/2023 | LexisNexis                 | 1.00 | \$482.00   | \$482.00   |
| Expense | 01/02/2024 | LexisNexis                 | 1.00 | \$440.00   | \$440.00   |
| Expense | 02/07/2024 | Filing fee - motion        | 1.00 | \$60.00    | \$60.00    |

**Expenses Subtotal      \$17,917.95**

| Time Keeper              | Quantity | Rate     | Total               |
|--------------------------|----------|----------|---------------------|
| AJ Bhowmik               | 13.0     | \$895.00 | \$11,635.00         |
| Scott Blumenthal         | 21.2     | \$450.00 | \$9,540.00          |
| Nicholas De Blouw        | 53.0     | \$850.00 | \$45,050.00         |
| Ricardo Ehmann           | 35.9     | \$675.00 | \$24,232.50         |
| Randy Hy                 | 2.3      | \$675.00 | \$1,552.50          |
| Randy Hy                 | 5.9      | \$475.00 | \$2,802.50          |
| Christine LeVu           | 11.9     | \$750.00 | \$8,925.00          |
| Kyle Nordrehaug          | 9.8      | \$950.00 | \$9,310.00          |
| Andrew Ronan             | 27.4     | \$550.00 | \$15,070.00         |
| Adolfo Sanchez Contreras | 16.2     | \$250.00 | \$4,050.00          |
| Yesenia Silva            | 2.0      | \$250.00 | \$500.00            |
| <b>Subtotal</b>          |          |          | <b>\$150,585.45</b> |

**Total      \$150,585.45**

**Detailed Statement of Account**

**Current Invoice**

| Invoice Number                  | Due On     | Amount Due   | Payments Received | Balance Due         |
|---------------------------------|------------|--------------|-------------------|---------------------|
| 1                               | 03/08/2024 | \$150,585.45 | \$0.00            | \$150,585.45        |
| <b>Outstanding Balance</b>      |            |              |                   | <b>\$150,585.45</b> |
| <b>Total Amount Outstanding</b> |            |              |                   | <b>\$150,585.45</b> |

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

**EXHIBIT #3**

**Blumenthal Nordrehaug Bhowmik De Blouw LLP**

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

**FIRM RESUME**

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

**ATTORNEY BIOGRAPHIES**

**Norman B. Blumenthal**

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

**Kyle R. Nordrehaug**

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

**Aparajit Bhowmik**

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

**Nicholas J. De Blouw**

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

**Piya Mukherjee**

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

**Victoria Rivapalacio**

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

**Ricardo Ehmann**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

**Jeffrey S. Herman**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

**Charlotte James**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

**Christine Levu**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

**Andrew Ronan**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

**Scott Blumenthal**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

**REPORTED CASES**

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9<sup>th</sup> Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4<sup>th</sup> 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9<sup>th</sup> Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E\*Trade Mortg. Corp., 514 F.3d 1001 (9<sup>th</sup> Cir. 2008); Silvas v. E\*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

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**EXHIBIT #4**

# LAFFEY MATRIX

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|                  |                      |                         | Years Out of Law School * |       |       |       |        |
|------------------|----------------------|-------------------------|---------------------------|-------|-------|-------|--------|
| Year             | Adjustmt<br>Factor** | Paralegal/<br>Law Clerk | 1-3                       | 4-7   | 8-10  | 11-19 | 20 +   |
| 6/01/23- 5/31/24 | 1.059295             | \$239                   | \$437                     | \$538 | \$777 | \$878 | \$1057 |
| 6/01/22- 5/31/23 | 1.085091             | \$225                   | \$413                     | \$508 | \$733 | \$829 | \$997  |
| 6/01/21- 5/31/22 | 1.006053             | \$208                   | \$381                     | \$468 | \$676 | \$764 | \$919  |
| 6/01/20- 5/31/21 | 1.015894             | \$206                   | \$378                     | \$465 | \$672 | \$759 | \$914  |
| 6/01/19- 5/31/20 | 1.0049               | \$203                   | \$372                     | \$458 | \$661 | \$747 | \$899  |
| 6/01/18- 5/31/19 | 1.0350               | \$202                   | \$371                     | \$455 | \$658 | \$742 | \$894  |
| 6/01/17- 5/31/18 | 1.0463               | \$196                   | \$359                     | \$440 | \$636 | \$717 | \$864  |
| 6/01/16- 5/31/17 | 1.0369               | \$187                   | \$343                     | \$421 | \$608 | \$685 | \$826  |
| 6/01/15- 5/31/16 | 1.0089               | \$180                   | \$331                     | \$406 | \$586 | \$661 | \$796  |
| 6/01/14- 5/31/15 | 1.0235               | \$179                   | \$328                     | \$402 | \$581 | \$655 | \$789  |
| 6/01/13- 5/31/14 | 1.0244               | \$175                   | \$320                     | \$393 | \$567 | \$640 | \$771  |
| 6/01/12- 5/31/13 | 1.0258               | \$170                   | \$312                     | \$383 | \$554 | \$625 | \$753  |
| 6/01/11- 5/31/12 | 1.0352               | \$166                   | \$305                     | \$374 | \$540 | \$609 | \$734  |
| 6/01/10- 5/31/11 | 1.0337               | \$161                   | \$294                     | \$361 | \$522 | \$589 | \$709  |
| 6/01/09- 5/31/10 | 1.0220               | \$155                   | \$285                     | \$349 | \$505 | \$569 | \$686  |
| 6/01/08- 5/31/09 | 1.0399               | \$152                   | \$279                     | \$342 | \$494 | \$557 | \$671  |
| 6/01/07-5/31/08  | 1.0516               | \$146                   | \$268                     | \$329 | \$475 | \$536 | \$645  |
| 6/01/06-5/31/07  | 1.0256               | \$139                   | \$255                     | \$313 | \$452 | \$509 | \$614  |
| 6/1/05-5/31/06   | 1.0427               | \$136                   | \$249                     | \$305 | \$441 | \$497 | \$598  |
| 6/1/04-5/31/05   | 1.0455               | \$130                   | \$239                     | \$293 | \$423 | \$476 | \$574  |
| 6/1/03-6/1/04    | 1.0507               | \$124                   | \$228                     | \$280 | \$405 | \$456 | \$549  |
| 6/1/02-5/31/03   | 1.0727               | \$118                   | \$217                     | \$267 | \$385 | \$434 | \$522  |
| 6/1/01-5/31/02   | 1.0407               | \$110                   | \$203                     | \$249 | \$359 | \$404 | \$487  |
| 6/1/00-5/31/01   | 1.0529               | \$106                   | \$195                     | \$239 | \$345 | \$388 | \$468  |
| 6/1/99-5/31/00   | 1.0491               | \$101                   | \$185                     | \$227 | \$328 | \$369 | \$444  |
| 6/1/98-5/31/99   | 1.0439               | \$96                    | \$176                     | \$216 | \$312 | \$352 | \$424  |
| 6/1/97-5/31/98   | 1.0419               | \$92                    | \$169                     | \$207 | \$299 | \$337 | \$406  |
| 6/1/96-5/31/97   | 1.0396               | \$88                    | \$162                     | \$198 | \$287 | \$323 | \$389  |
| 6/1/95-5/31/96   | 1.032                | \$85                    | \$155                     | \$191 | \$276 | \$311 | \$375  |

|                |        |      |       |       |       |       |       |
|----------------|--------|------|-------|-------|-------|-------|-------|
| 6/1/94-5/31/95 | 1.0237 | \$82 | \$151 | \$185 | \$267 | \$301 | \$363 |
|----------------|--------|------|-------|-------|-------|-------|-------|

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

\*  $\frac{1}{2}$ Years Out of Law School  $\frac{1}{2}$  is calculated from June 1 of each year, when most law students graduate.  $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1).  $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier  $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier  $\frac{1}{2}$ 4-7" on June 1, 1999, and tier  $\frac{1}{2}$ 8-10" on June 1, 2003.

\*\* The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

**EXHIBIT #5**

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

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October 31, 2022  
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Certified Mail #70220410000153343621  
CSC - LAWYERS INCORPORATING  
SERVICE  
2710 GATEWAY OAKS DR STE 150N  
SACRAMENTO, CA 95833

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Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Epic Healthcare Staffing, LLC and/or Epic Healthcare Travel Staffing, Inc. and/or Epic School Staffing Holdco, Inc. and/or Epic Staffing Group, Inc. in California and classified as non-exempt employees during the time period of October 31, 2021 until a date as determined by the Court. Our offices represent Plaintiff Tina Charnett (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Epic Healthcare Staffing, LLC and/or Epic Healthcare Travel Staffing, Inc. and/or Epic School Staffing Holdco, Inc. and/or Epic Staffing Group, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from January of 2022 to May of 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in

additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5<sup>th</sup> 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Further, Defendant violated Cal. Lab. Code 226(a)(8) by failing to list the correct legal entity that employed Plaintiff and other Aggrieved Employees. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

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October 31, 2022  
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Labor and Workforce Development Agency  
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Certified Mail #70220410000153343454  
CSC - LAWYERS INCORPORATING  
SERVICE  
2710 GATEWAY OAKS DR STE 150N  
SACRAMENTO, CA 95833

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A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

**EXHIBIT #6**



**Quotation Request:**

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP

kyle@bamlawca.com

858.551.1223

**Case Name:**

**Epic Healthcare**

Date:

Tuesday, November 28, 2023

RFP Number:

12230028

**Prepared By:**

Sean Hartranft

Apex Class Action LLC

Sean@apexclassaction.com

949.878.3676

| Settlement Specifications        |     |
|----------------------------------|-----|
| Number of Aggrieved Employees    | 495 |
| Certified Language Translation:  | No  |
| Static Settlement Website        | No  |
| Percentage of Undeliverable Mail | 20% |

| Professional Services | Fee Calculation | Rate(s) | Quantity | Estimated Cost |
|-----------------------|-----------------|---------|----------|----------------|
|-----------------------|-----------------|---------|----------|----------------|

| Data Analytics and Standardization                                                                                 |          |          |   |          |
|--------------------------------------------------------------------------------------------------------------------|----------|----------|---|----------|
| Import and Standardize Data*                                                                                       | Per Hour | \$125.00 | 2 | \$250.00 |
| Data Analyst                                                                                                       | Per Hour | \$150.00 | 2 | \$300.00 |
| *Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr. |          |          |   |          |
| Sub Total:                                                                                                         |          |          |   | \$550.00 |

| Project Management         |          |          |   |          |
|----------------------------|----------|----------|---|----------|
| Project Management         | Per Hour | \$150.00 | 2 | \$300.00 |
| Project Coordinator        | Per Hour | \$90.00  | 2 | \$180.00 |
| Data Analyst and Reporting | Per Hour | \$140.00 | 1 | \$140.00 |
| Sub Total:                 |          |          |   | \$620.00 |

| Toll-Free Contact Center, Website, Reporting & Pre-Distribution |             |          |   |          |
|-----------------------------------------------------------------|-------------|----------|---|----------|
| Form Set Up                                                     | Per Hour    | \$120.00 | 1 | \$120.00 |
| Bilingual Toll-Free Contact Center                              | Static Rate | \$150.00 | 1 | \$150.00 |
| NCOA Address Update (USPS)                                      | Static Rate | \$124.37 | 1 | \$124.37 |
| Settlement Status Reports                                       | Static Rate | \$750.00 | 1 | Waived   |
| Sub Total:                                                      |             |          |   | \$394.37 |



| Professional Services | Fee Calculation | Rate(s) | Quantity | Estimated Cost |
|-----------------------|-----------------|---------|----------|----------------|
|-----------------------|-----------------|---------|----------|----------------|

| Distribution & Settlement Fund Management                   |             |            |     |            |
|-------------------------------------------------------------|-------------|------------|-----|------------|
| Settlement Calculations (Preliminary and Final)             | Per Hour    | \$120.00   | 3   | \$360.00   |
| Account Management and Reconciliation                       | Per Hour    | \$140.00   | 3   | \$420.00   |
| Print & Mail Distribution Settlement Check (W-2/1099)       | Per Piece   | \$1.50     | 495 | \$742.50   |
| USPS First Class Postage                                    | Per Piece   | \$0.66     | 495 | \$326.70   |
| Remail Distribution to Updated Address (Skip Trace)         | Per Piece   | \$2.15     | 50  | \$106.43   |
| Individual Income Tax Preparation & Reporting               | Per Hour    | \$100.00   | 8   | \$800.00   |
| QSF Income Tax Reporting (per calendar year)                | Per Year    | \$1,250.00 | 1   | \$1,250.00 |
| Unclaimed Funds: State Controller's Unclaimed Property Fund | Static Rate | \$500.00   | 1   | \$500.00   |
| Sub Total:                                                  |             |            |     | \$4,505.63 |

| Post Distribution Reconciliation  |          |          |   |          |
|-----------------------------------|----------|----------|---|----------|
| Bank Account Reconciliation       | Per Hour | \$135.00 | 2 | \$270.00 |
| Project Management Reconciliation | Per Hour | \$100.00 | 2 | \$200.00 |
| Declarations                      | Per Hour | \$120.00 | 3 | \$360.00 |
| Sub Total:                        |          |          |   | \$830.00 |

|                                      |  |  |  |            |
|--------------------------------------|--|--|--|------------|
| TOTAL ESTIMATED ADMINISTRATION COST: |  |  |  | \$6,900.00 |
|--------------------------------------|--|--|--|------------|

Thank you for your business!



## Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.