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Attorneys for Plaintiff

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,

Plaintiffs,

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

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: March 8, 2024

Hearing Time: 10:00 a.m.

Judge: Hon. Douglas W. Stern
Dept.: B

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

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on April 15, 2024, the Court entered the Order
3 and Judgment Approving PAGA Settlement in the above-entitled action. A true and correct copy
4 of the Order and Judgment Approving PAGA Settlement is attached hereto as Exhibit #1.

5 Respectfully submitted,

6 Dated: April 16, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: /s/ Kyle Nordrehaug
9 Kyle R. Nordrehaug
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On April 16, 2024, I served the document(s) described as:

1. NOTICE OF ENTRY OF JUDGMENT

X **(BY ELECTRONIC SERVICE):** I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

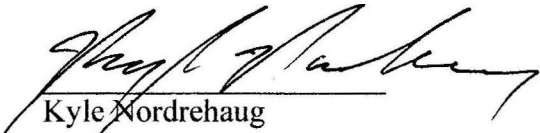
BENT CARYL & KROLL LLP
Jesse M. Caryl
6300 Wilshire Blvd., Suite 1415
Los Angeles, CA 90048
Telephone : (323) 315-0510

Emails:
jcaryl@bcklegal.com
admin@bcklegal.com
file@bcklegal.com

X **(ONLINE TO THE LWDA):** I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X **(State):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 16, 2024 at San Diego, California.



Kyle Nordrehaug

Electronically Received 03/08/2024 04:49 PM

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Attorneys for Plaintiffs

FILED
Superior Court of California
County of Los Angeles

04/15/2024

David W. Slayton, Executive Officer / Clerk of Court

By: J. Edwards Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

vs.

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

Defendants.

Case No.: **23TRCV00188**

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

Hearing Date: March 8, 2024
Hearing Time: 10:00 a.m.

Judge: Hon. Douglas W. Stern
Dept.: B

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

1 **[PROPOSED] ORDER AND JUDGMENT**

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

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

14 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA
15 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
16 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
17 \$473,700, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed
18 \$7,500) for Apex Class Action Administration to administer the settlement, PAGA Counsel Fees
19 Payment in the amount of \$142,667.50, PAGA Counsel Litigation Expenses Payment in the amount
20 of \$17,917.95, and a service award to the Plaintiff in the amount of \$10,000. The PAGA Payment,
21 which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the
22 Administration Expenses Payment, PAGA Counsel Fees Payment and PAGA Counsel Litigation
23 Expenses Payment, shall be allocated to Labor Code 2699 penalties, including other civil penalties
24 specified in the Labor Code, of which 75% of the payment will be paid to the LWDA (no less than
25 \$210,226.50) and 25% will be paid to the Aggrieved Employees (no less than \$70,075.50).

26 The Court, having reviewed the evidence and papers submitted and argument of counsel,
27 pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiff’s motion and approves the
28

1 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
2 allocated and paid out as set forth in the Settlement Agreement.

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

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

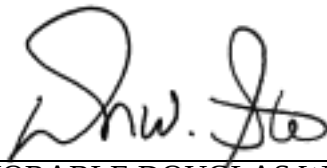
18 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
19 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
20 proceeding, as purported evidence of any violation of any federal, state, or local law,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

26 This claim asserted under PAGA in this action is dismissed with prejudice. In addition, the
27 PAGA claims of Aggrieved Employees during the PAGA Period are dismissed with prejudice. After
28

1 entry of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain
2 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
3 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
4 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
5 the distribution of settlement benefits.

6 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
7 **ENTERED ACCORDINGLY.**

8
9 DATED: 04/13/2024



THE HONORABLE DOUGLAS W. STERN
JUDGE OF THE SUPERIOR COURT