

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

THERESA EGAN, BRIAN BARKER,
and SABRINA BUDDEN-WRIGHT,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

FASTAFF, LLC and U.S. NURSING
CORPORATION,

Defendants.

Case No. 1:22-cv-03364

**PLAINTIFFS' MOTION FOR
CONDITIONAL CERTIFICATION OF
FLSA COLLECTIVE ACTION**

TABLE OF CONTENTS

TABLE OF AUTHORITIES	ii
FACTUAL BACKGROUND.....	3
I. FASTAFF’S UNIFORM POLICY AND PRACTICE OF EXCLUDING PLAINTIFFS’ STIPENDS FROM THEIR “REGULAR RATE” OF PAY	3
A. Fastaff’s contracts included per diem housing stipends that were tied to shifts worked rather than expenses incurred.	4
B. Fastaff engaged in a common practice of excluding the value of housing stipends in calculating Plaintiffs’ regular rate of pay.	6
C. Plaintiffs seek to certify a common-sense collective of Fastaff travel nurses.	7
ARGUMENT	8
I. THE TENTH CIRCUIT’S “LENIENT” STANDARD FOR CONDITIONAL CERTIFICATION	8
II. PLAINTIFFS HAVE DEMONSTRATED A SIMILARLY SITUATED COLLECTIVE OF TRAVEL NURSES EXISTS	10
A. Fastaff had a common policy of providing stipends as compensation.	11
1. Fastaff’s contracts explicitly tied stipends to shifts worked.	12
B. Fastaff consistently excluded the value of these stipends in calculating the “regular rate” of pay.....	14
C. Plaintiffs have demonstrated that they were subject to a common policy of miscalculated overtime rates, and they are thus similarly situated.	14
III. THE COURT SHOULD APPROVE THE PROPOSED NOTICE PLAN	17
CONCLUSION.....	20

TABLE OF AUTHORITIES

Cases

<i>Arfsten v. Cutters Wireline Serv., Inc.</i> , 2017 WL 2400489 (D. Colo. May 26, 2017).....	16
<i>Baldozier v. Am. Family Mut. Ins. Co.</i> , 375 F. Supp. 2d 1089 (D. Colo. 2015).....	10
<i>Bryant v. Act Fast Delivery of Colorado</i> , 2015 WL 3929663 (D. Colo. June 25, 2015).....	18
<i>Carlino v. CHG Med. Staffing, Inc.</i> , 2019 WL 1005070 (E.D. Cal. Feb. 28, 2019).....	17
<i>Chavez v. City of Albuquerque</i> , 630 F.3d 1300 (10th Cir. 2011)	2, 11
<i>Clarke v. AMN Servs.</i> , 2017 WL 6942755 (C.D. Cal. Oct. 12, 2017).....	17
<i>Clarke v. AMN Servs., LLC</i> , 987 F.3d 848 (9th Cir. 2021)	<i>passim</i>
<i>Dalchau v. Fastaff, LLC</i> , 2018 WL 452112 (N.D. Cal. Jan. 17, 2018).....	2, 12, 14, 17
<i>Genesis Healthcare Corp. v. Symczyk</i> , 569 U.S. 66 (2013).....	10, 18
<i>Grady v. Alpine Auto Recovery LLC</i> , 2015 WL 3902774 (D. Colo. June 24, 2015).....	10
<i>Gray v. Delta Cnty. Mem’l Hosp. Dist.</i> , 2021 WL 1329263 (D. Colo. Mar. 1, 2021)	16
<i>Hamilton v. NuWest Grp. Holdings, LLC</i> , 2023 WL 3582939 (W.D. Wash. May 22, 2023).....	2, 13, 17, 20
<i>Hoffman-La Roche Inc. v. Sperling</i> , 493 U.S. 165 (1989).....	8, 16, 18, 19
<i>Howell v. Advantage RN, LLC</i> , 2018 WL 3437123 (S.D. Cal. July 17, 2018)	17

<i>James v. Boyd Gaming Corp.</i> , 522 F.Supp.3d 892 (D. Kan. Mar. 2, 2021)	20
<i>Kenney v. Helix TCS, Inc.</i> , 2021 WL 1634506 (D. Colo. Apr. 27, 2021).....	19
<i>Kibler v. Kroger Companies</i> , 2022 WL 268056 (D. Colo. Jan. 28, 2022).....	10
<i>Lindsay v. Cutters Wireline Service, Inc.</i> , 2018 WL 4075877, n.1 (D. Colo. Aug. 27, 2018).....	9, 19
<i>MacDonald v. Covenant Testing Technologies LLC</i> , 2019 WL 1755282 (D. Colo. Apr. 18, 2019).....	<i>passim</i>
<i>MacMann v. Tropicana Ent., Inc.</i> , 2021 WL 1906488 (E.D. Mo. May 12, 2021)	20
<i>Ortez v. United Parcel Serv., Inc.</i> , 2018 WL 4328170 (D. Colo. Sept. 11, 2018).....	9
<i>Pliego v. Los Arcos Mexican Restaurants, Inc.</i> , 2015 WL 4600726 (D. Colo. July 31, 2015)	18
<i>Robertson v. Whitman Consulting Org., Inc.</i> , 2020 WL 5097597 (D. Colo. July 22, 2020)	9, 15
<i>Smith v. Pizza Hut, Inc.</i> , 2012 WL 1414325 (D. Colo. Apr. 21, 2012).....	9
<i>Thiessen v. General Electric Capital Corp.</i> , 267 F.3d 1095 (10th Cir. 2001)	9, 10, 15
<i>Tremblay v. Chevron Stations Inc.</i> , 2008 WL 2020514 (N.D. Cal. May 8, 2008).....	14
<i>Valencia v. Armada Skilled Home Care of NM, LLC</i> , 2020 WL 2768977 (D.N.M. May 28, 2020).....	14
<i>Vaszlavik v. Storage Tech. Corp.</i> , 175 F.R.D. 672 (D. Colo. 1997)	9
<i>Wilson v. Maxim Healthcare Servs., Inc.</i> , 2014 WL 7340480 (W.D. Wash. Dec. 22, 2014)	15

Statutes

29 U.S.C. § 207.....	6, 8, 11
29 U.S.C. § 216.....	7, 8, 10
29 U.S.C. § 255.....	8
Cal. Lab. Code § 510	7

Defendants Fastaff, LLC and U.S. Nursing Corporation (these related entities are referred to collectively as “Fastaff”) are a national healthcare staffing agency that employed Plaintiffs Theresa Egan, Brian Barker, and Sabrina Budden-Wright (as well as the opt-in plaintiffs) for short-term assignments as travel nurses around the country. In violation of the Fair Labor Standards Act, Fastaff categorizes significant portions of its travel employees’ compensation as “stipends” (*i.e.*, expense reimbursement) and then excludes the value of those stipends from their “regular rate” of pay when compensating their overtime hours. Plaintiffs now move the Court to conditionally certify a collective of similarly situated travel employees, which will allow these workers to receive notice, opt into the litigation, and stop the running of their limitation periods.¹

Prior to conducting discovery or issuing notice, five opt-in plaintiffs have provided sworn testimony as well as documentary evidence—far more than the “substantial allegations” necessary at this stage of the case—establishing that there is a group of similarly situated travel nurses subject to a common, FLSA-violating overtime policy. These workers submit sworn declarations, form employment contracts, and payroll records, all of which show that Fastaff: (1) offered travel nurses housing stipends as compensation for their work, not as reimbursement for their actual expenses; and (2) paid these employees overtime rates that did not account for the significant value of these stipends, resulting in unpaid overtime wages. Because testimony, contracts, and paystubs establish that Fastaff tied the value of the stipends to shifts worked (as opposed to expenses actually

¹ On September 19, 2023, Fastaff moved to dismiss some of Plaintiffs’ claims asserted in this action. ECF No. 32. Notably, however, Fastaff did not move to dismiss Plaintiffs’ claim (Eighth Cause of Action) that Fastaff violated the Fair Labor Standards Act by failing to include the value of stipends in their “regular rate” of pay. Therefore, that pending motion does not affect Plaintiffs’ present motion for conditional certification of an FLSA collective action.

incurred), Fastaff violated the FLSA by excluding the value of these stipends from the nurses' regular rate when calculating overtime. *See Clarke v. AMN Servs., LLC*, 987 F.3d 848, 857 (9th Cir. 2021), *cert. denied*, 142 S. Ct. 710 (2021) (reversing summary judgment for healthcare staffing company and directing that judgment be entered for the travel nurses because "the deductions connect the amount paid to the hours worked while still away from home, thereby functioning as work compensation rather than expense reimbursement."); *Chavez v. City of Albuquerque*, 630 F.3d 1300, 1309 (10th Cir. 2011) (finding that sick leave buy-back payments must be included as part of the "regular rate" of pay as they are "compensation for additional service or value received by the employer").

District courts routinely grant conditional certification (as well as the more stringent class certification) based on allegations that a company improperly excludes stipends from the regular rate of pay. *See, e.g., MacDonald v. Covenant Testing Technologies LLC*, 2019 WL 1755282, at *4 (D. Colo. Apr. 18, 2019) (certifying collective of employees because plaintiff "has presented substantial allegations that the putative collective members were subject to a single decision, policy, or plan: Covenant's per diem pay policy."); *Hamilton v. NuWest Grp. Holdings, LLC*, 2023 WL 3582939, at *1, 4 (W.D. Wash. May 22, 2023) (certifying collective of travel nurses who alleged that their housing and meals and incidentals stipends had been improperly excluded from their regular rate of pay); *Dalchau v. Fastaff, LLC*, 2018 WL 452112, at *4 (N.D. Cal. Jan. 17, 2018) (conditionally certifying a collective of Fastaff's travel nurses where there was "evidence that the value of the housing benefit was directly linked to the amount of time worked," including "paystubs demonstrating that this value was not included in the overtime calculation.").

Therefore, and so that the proposed collective members may be notified of their ability to

opt in to this FLSA action in a timely manner, Plaintiffs ask this Court to (1) conditionally certify the proposed collective (defined below); (2) order Fastaff to produce a list of putative collective members and their contact information in Excel format within 14 days of the Order granting conditional collective certification; (3) direct that notice of this action be issued to the collective in the form and manner requested; and (4) establish a 90-day period for opting in to the action.

FACTUAL BACKGROUND

Fastaff contracts with healthcare facilities to staff open positions, representing that “[o]ver the last 30+ years, Fastaff has grown to become a premier staffing partner, providing urgent and crucial temporary nurses to hospitals in need while offering our travel nurses the highest pay in the industry.” *See* Complaint, ECF No. 1, ¶ 26. To entice potential employees to sign on with Fastaff and accept fixed-term assignments at healthcare facilities across the country, Fastaff advertises attractive pay packages. *Id.* ¶ 28. Nurses and other healthcare workers who accept these assignments often travel from their homes to work at healthcare facilities in other states. *Id.* ¶ 29.

I. FASTAFF’S UNIFORM POLICY AND PRACTICE OF EXCLUDING PLAINTIFFS’ STIPENDS FROM THEIR “REGULAR RATE” OF PAY

Fastaff’s offered pay packages include several components. First, each pay package specifies a base hourly cash rate of pay and guarantees a minimum number of working hours per week. Compl. ¶ 31. In addition, each package includes a set per-shift sum characterized as a “per diem housing stipend.” *Id.* For example, for Plaintiff Theresa Egan’s assignment in Daly City, California, Fastaff offered her a base hourly wage of \$85 and a housing stipend of \$180 per day.²

² Employees also had the option of company-owned housing. The housing stipend was offered if the employee independently obtained housing, which is what each of the five declarants did.

Id. ¶¶ 40, 61(a); Ex. 1, Declaration of Theresa Egan (“Egan Dec.”), ¶ 3. Similarly, for Plaintiff Sabrina Budden-Wright’s assignment in Lawton, Oklahoma, Fastaff offered a base hourly wage of \$85 and a housing stipend of \$96 per day. Compl. ¶ 61(c); Ex. 2, Declaration of Sabrina Budden-Wright (“Budden-Wright Dec.”), ¶ 3; *see also* Ex. 3, Declaration of Brian Barker (“Barker Dec.”), ¶ 3; Ex. 4, Declaration of Jennifer Maslowsky (“Maslowsky Dec.”), ¶ 3; Ex. 5, Declaration of Armstrong Tabot (“Tabot Dec.”), ¶ 3.

A. Fastaff’s contracts included per diem housing stipends that were tied to shifts worked rather than expenses incurred.

In making these offers, Fastaff unilaterally set the base hourly wage as well as the amount of the housing stipends. Indeed, while indicating that the housing stipend was intended to cover reasonably incurred housing expenses for the duration of the assignment, Fastaff did not ask for any receipts or other documents demonstrating or attesting to actual housing costs incurred by the employee. *See* Ex. 1, Egan Dec. ¶ 5; Ex. 2, Budden-Wright Dec. ¶ 5; Ex. 3, Barker Dec. ¶ 5; Ex. 4, Maslowsky Dec. ¶ 5; Ex. 5, Tabot Dec. ¶ 5. This approach contrasts with Fastaff’s offer to reimburse employees for their costs in traveling to an assignment. With respect to those costs, the contracts all offered to reimburse employees for gas costs incurred by an employee who drove to the location of their assignment. Fastaff did so by multiplying the IRS standard mileage reimbursement rate by the number of miles driven based on Google maps. Ex. 1, Egan Dec. ¶ 5; Ex. 2, Budden-Wright Dec. ¶ 5; Ex. 3, Barker Dec. ¶ 5; Ex. 4, Maslowsky Dec. ¶ 5; Ex. 5, Tabot Dec. ¶ 5. In other words, the travel reimbursement was a reimbursement of expenses that were actually incurred and set via a documented and verifiable method. Along these same lines, the contracts specified that all other “business expenses” “must be pre-approved” to be reimbursed by Fastaff. Ex. 1, Egan Dec. ¶ 5; Ex. 2, Budden-Wright Dec. ¶ 5; Ex. 3, Barker Dec. ¶ 5; Ex. 4,

Maslowsky Dec. ¶ 5; Ex. 5, Tabot Dec. ¶ 5.

Further, Fastaff made payment of the per diem housing stipend dependent on whether the employee worked or was available to work that day. One way that Fastaff did this was through its contracts with its travel employees, which uniformly conditioned eligibility for the housing stipend on shifts the employee worked or was available to work. The contracts specified that to be “eligible for a housing stipend for each day of the assignment,” the employee must either have worked that day, have been available to work but was not called in, or have been absent due to sickness or disability. *See* Ex. 1, Egan Dec. ¶ 3; Ex. 2, Budden-Wright Dec. ¶ 3; Ex. 3, Barker Dec. ¶ 3; Ex. 4, Maslowsky Dec. ¶ 3; Ex. 5, Tabot Dec. ¶ 3. The contracts are clear, however, that “[y]ou are not eligible for a stipend on a day that you are absent for an entire scheduled or requested shift for personal reasons,” defined as “reasons not caused by activity protected under the law or excused by Fastaff.” Ex. 1, Egan Dec. ¶ 3; *see also* Ex. 2, Budden-Wright Dec. ¶ 3; Ex. 3, Barker Dec. ¶ 3, Ex. 4, Maslowsky Dec. ¶ 3; Ex. 5, Tabot Dec. ¶ 3.

In other words, the amount of housing stipend an employee receives may vary from week-to-week, depending on their ability to demonstrate having worked a shift or having been available to do so on a given day. Indeed, paystubs submitted by the opt-in plaintiffs reflect variances in housing stipends from week-to-week, despite their housing costs having remained constant over the course of their assignment. *See* Ex. 1, Egan Dec. ¶ 4; Ex. 2, Budden-Wright Dec. ¶ 4; Ex. 3, Barker Dec. ¶ 4; Ex. 4, Maslowsky Dec. ¶ 4; Ex. 5, Tabot Dec. ¶ 4. In some instances, Cynet even unilaterally reduced the amount of housing stipends in the middle of its employees’ short-term employment contracts as part of bait-and-switch pay cuts. *See* Ex. 1, Egan Dec. ¶ 6. These reductions were not based on any decrease in costs incurred by these nurses. *Id.*

B. Fastaff engaged in a common practice of excluding the value of housing stipends in calculating Plaintiffs' regular rate of pay.

In performing their contracts with Fastaff, each of the Plaintiffs at some point, if not regularly, worked over 40 hours in a single workweek. Compl. ¶¶ 63-65; Ex. 1, Egan Dec. ¶ 7; Ex. 2, Budden-Wright Dec. ¶ 6; Ex. 3, Barker Dec. ¶ 6; Ex. 4, Maslowsky Dec. ¶ 6; Ex. 5, Tabot Dec. ¶ 6. For each hour they worked over 40 in a single workweek, the FLSA entitled them to payment at “one and-one-half times” their “regular rate” of pay. 29 U.S.C. § 207(a)(1). Although the “regular rate” includes “all remuneration for employment paid to, or on behalf of” an employee, *id.* § 207(e), the FLSA provides for certain exemptions, including “reasonable payments for traveling expenses, or other expenses, incurred by an employee in the furtherance of his employer’s interests and properly reimbursable by the employer” and “other similar payments to an employee which are not made as compensation for his hours of employment.” *Id.* § 207(e)(2). In other words, a housing stipend is only properly excludable from the “regular rate” of pay if it is a “reasonable payment[]” for expenses incurred by the employee in performing work for the employer, and not if it is actually “remuneration,” or compensation for, that work.

The paystubs submitted by each of the five declarants, however, demonstrate that the “regular rate” of pay that Fastaff used in calculating travel employees’ overtime rates excluded the significant value of their daily housing stipends. Compl. ¶¶ 63-65. For example, for the week of January 17, 2020, during which Plaintiff Egan worked 58.25 hours, Fastaff paid her an overtime rate of \$127.50 per hour for hours over 40 in a workweek, which was a straight calculation of one-and-a-half times her “base” rate of \$85. Ex. 1, Egan Dec. ¶ 8. In doing so, Fastaff excluded the value of her per diem \$180 stipend (totaling \$1,260 that workweek) from the regular rate of pay. Had Fastaff included the value of these stipends as required by the FLSA, Plaintiff Egan’s regular

rate should have been approximately \$106 per hour, entitling her to overtime pay of approximately \$160 per hour—over \$32 per hour more than what Fastaff paid her during that workweek.³

Fastaff typically calculated the opt-in plaintiffs’ overtime rates in the same manner: multiplying the contractually-set “base” hourly rate—which did not include the value of any stipends—by 1.5. *See* Ex. 2, Budden-Wright Dec. ¶ 7; Ex. 4, Maslowsky Dec. ¶ 7; Ex. 5, Tabot Dec. ¶ 7. Even where the overtime rate was more than 1.5 times the base hourly wage, it was still not sufficient to account for the value of the daily housing stipends. *See* Ex. 3, Barker Dec. ¶ 7.

C. Plaintiffs seek to certify a common-sense collective of Fastaff travel nurses.

In their Complaint, Plaintiffs allege, among other things, that their housing stipends were compensation for their work that should have been included in calculating their “regular rate” of pay. Compl. ¶ 61. Plaintiffs further allege that by wrongfully excluding the value of these stipends from their “regular rate” of pay, Fastaff violated the FLSA’s requirement that they be paid at a rate of “one-and-a-half times” their “regular rate” of pay for hours worked over 40 in a workweek. *Id.* Due to Fastaff’s common policy of excluding these stipends from its travel employees’ “regular rate” of pay, Plaintiffs brought their FLSA overtime claim as an “opt in” collective action pursuant to 29 U.S.C. § 216(b) on behalf of themselves and a collective of similarly-situated travel nurses. Compl. ¶¶ 89-90.

Prior to conducting any discovery and without notice issuing, in addition to the three named

³ This does not include the “time-and-a-half” and “double time pay” that Fastaff shorted Plaintiff for hours over 8 and 12 worked in a single day as required by the California Labor Code during that same workweek. Cal. Lab. Code § 510(a). Although it is not the subject of this motion, the same regular rate issue applies to that claim under California law. *See* Compl. ¶¶ 187-99.

Plaintiffs, seven additional opt-in Plaintiffs have filed their consents to join. *See* ECF Nos. 13, 16, 18, 31. The five opt-in Plaintiffs who have submitted declarations in this action lived in four and worked in four different states across the country at various times over the prior three years. So that other putative collective members may be notified of this action and afforded an opportunity to timely opt-in, Plaintiffs now seek conditional certification of the following collective:

All persons currently or formerly employed by Fastaff who (1) worked more than 40 hours in a workweek from three years prior to the filing of the initial Complaint to the present and (2) who received a “Housing Stipend” (or its equivalent by any other name) that was not included in their regular rate of pay.⁴

ARGUMENT

I. THE TENTH CIRCUIT’S “LENIENT” STANDARD FOR CONDITIONAL CERTIFICATION

The Plaintiffs in this action seek to vindicate the FLSA’s requirement that an employer compensate an employee at a rate of “one and one-half times the[ir] regular rate” for hours worked in excess of 40 in a work week. 29 U.S.C. § 207(a)(1). The FLSA specifically authorizes employees to enforce this right to overtime pay via a private right of action, and to do so collectively, on behalf of themselves “and other employees similarly situated.” *Id.* § 216(b). By authorizing employees to proceed collectively, the FLSA allows them ““the advantage of lower individual costs to vindicate rights by the pooling of resources.”” *MacDonald v. Covenant Testing Techs., LLC*, 2019 WL 1755282, at *2 (D. Colo. Apr. 18, 2019) (quoting *Hoffman-La Roche Inc.*

⁴ Plaintiffs propose distributing the notice materials to any Fastaff worker who meets the collective definition who worked from February 16, 2020 until the present given the three year limitations period (*see* 29 U.S.C. § 255(a)) and because the limitations period for putative collective members has been tolled by agreement of the parties from February 16, 2023 through September 19, 2023. *See* ECF No. 14 at ¶ 7; ECF No. 23 at ¶ 10; ECF No. 25 at ¶ 9; ECF No. 27 at ¶ 7. Although Plaintiffs only seek to distribute notice to those who worked during the three years prior to the commencement of tolling, certifying the collective for the period three years prior to the filing of the Complaint is appropriate because the named Plaintiffs’ claims extend back to that date.

v. Sperling, 493 U.S. 165, 170 (1989)).

To determine whether a proposed collective of workers is “similarly situated” for purposes of collective certification, courts in the Tenth Circuit generally employ a two-stage approach. At the first stage, the court makes an initial “notice stage” determination of whether the plaintiffs are “similarly situated.” *Thiessen v. General Electric Capital Corp.*, 267 F.3d 1095, 1102, 1105 (10th Cir. 2001) (finding no error by the district court in applying ad hoc, two stage approach) (citing *Vaszlavik v. Storage Tech. Corp.*, 175 F.R.D. 672, 678 (D. Colo. 1997))⁵; *see also MacDonald*, 2019 WL 1755282, at *3 (“Numerous courts in this District have followed this ad hoc approach in determining whether plaintiffs can move forward collectively under the FLSA.”).

At the “notice” stage, the court “require[s] nothing more than substantial allegations that the putative class members were together the victims of a single decision, policy, or plan.” *Thiessen*, 267 F.3d at 1103 (quoting *Vaszlavik*, 175 F.R.D. at 678)). In conducting this assessment, in addition to the allegations in the complaint, the court may consider any supporting affidavits or declarations, *Smith v. Pizza Hut, Inc.*, 2012 WL 1414325, at *3 (D. Colo. Apr. 21, 2012), but may not “weigh evidence, resolve factual disputes, or rule on the merits of plaintiffs’ claims.” *Ortez v. United Parcel Serv., Inc.*, 2018 WL 4328170, at *3 (D. Colo. Sept. 11, 2018) (citation omitted); *see also Robertson v. Whitman Consulting Org., Inc.*, 2020 WL 5097597, at *2 (D. Colo. July 22, 2020), *report and recommendation adopted as modified*, 2020 WL 5096006 (D. Colo. Aug. 28, 2020) (“Courts do not review the underlying merits of the action in deciding whether to

⁵ Although *Thiessen* involved a collective action under the Age Discrimination in Employment Act (“ADEA”), ADEA adopts the collective mechanism in § 216(b) of the FLSA, and courts have thus applied its two-stage approach to collective certification under the FLSA. *See Lindsay v. Cutters Wireline Service, Inc.*, 2018 WL 4075877, at *1, n.1 (D. Colo. Aug. 27, 2018).

conditionally certify a class.”).

This standard is “lenient” and the plaintiff’s burden at this stage is thus “light.” *Grady v. Alpine Auto Recovery LLC*, 2015 WL 3902774, at *2 (D. Colo. June 24, 2015) (quoting *Baldozier v. Am. Family Mut. Ins. Co.*, 375 F. Supp. 2d 1089, 1092 (D. Colo. 2015)); *MacDonald*, 2019 WL 1755282, at *3. Indeed, application of this standard at the “notice” stage “typically results in conditional certification of a representative class.” *Kibler v. Kroger Companies*, 2022 WL 268056, at *2 (D. Colo. Jan. 28, 2022) (citation omitted).⁶ “The sole consequence of conditional certification is the sending of court-approved written notice to employees . . . who in turn become parties to a collective action only by filing written consent with the court.” *Genesis Healthcare Corp. v. Symczyk*, 569 U.S. 66, 75 (2013) (citations omitted). The sending of notice bears particular importance in the FLSA context, as plaintiffs who wish to join an FLSA collective action must opt-in to the action in writing. 29 U.S.C. § 216(b). Until they opt-in to the action, the statute of limitations will continue to run on their FLSA claims.

II. PLAINTIFFS HAVE DEMONSTRATED A SIMILARLY SITUATED COLLECTIVE OF TRAVEL NURSES EXISTS

Plaintiffs have substantially alleged—and now support those allegations with the declarations and supporting evidence of five opt-in plaintiffs—that Fastaff subjected them to a common policy of improperly excluding their housing “stipends” from their regular rate of pay. In other words, they readily demonstrate that the proposed collective of travel employees is “similarly situated” such that notice of this action should issue.

⁶ The second stage of the inquiry generally takes place “[a]t the conclusion of discovery” and is “often prompted by a motion to decertify.” *MacDonald*, 2019 WL 1755282, at *3 (quoting *Thiessen*, 267 F.3d at 1102-03). At this stage, the court reviews its initial assessment, utilizing a “stricter standard” of “similarly situated.” *Thiessen*, 267 F.3d at 1103.

A. Fastaff had a common policy of providing stipends as compensation.

First, Plaintiffs’ allegations and evidence demonstrate that Fastaff had a common policy of providing its travel nurses with housing stipends as “remuneration”—or as compensatory wages for their work—that should have been included in their “regular rate.” *See* 29 U.S.C. § 207(e).

The preeminent case on the issue is *Clarke v. AMN Servs, Inc.*, 987 F.3d 848 (9th Cir. 2021), in which the Ninth Circuit considered whether housing and other stipends offered to travel nurse employees should be considered part of the “regular rate” of pay for purposes of overtime under the FLSA. The Court explained that it is a “payment’s *function*” that “controls whether the payment is excludable from the regular rate.” *Id.* at 853 (emphasis original, citation omitted). Noting that “the tie between payments and time worked” was “particularly relevant” to the question of whether stipends functioned as compensation, the Court ultimately found that AMN’s shift-based “pro-rating system” that reduced stipends for missed shifts violated the FLSA. *Id.* at 851, 853-54, 858. While the Tenth Circuit has yet to consider the precise issue of whether travel employee stipends must be included in the regular rate of pay, its current jurisprudence indicates that it would align with the Ninth Circuit in *Clarke*. *See Chavez v. City of Albuquerque*, 630 F.3d 1300, 1309-10 (10th Cir. 2011) (finding that sick leave buy-back payments must be included as part of the “regular rate” of pay as they are “compensation for additional service or value received by the employer”). Indeed, the Supreme Court declined to review the Ninth Circuit’s decision in *Clarke*, 142 S.Ct. 710 (2021), despite amicus briefs filed by multiple industry organizations urging reversal.⁷

⁷ *See, e.g., AMN Servs. v. Clarke*, Case No. 19-55784, Brief Amicus Curiae of National Association of Travel Healthcare Organizations (filed Sep. 28, 2021), Brief Amicus Curiae of American Staffing Association (filed Oct. 18, 2021) (filings available at

1. Fastaff’s contracts explicitly tied stipends to shifts worked.

Fastaff’s contracts uniformly linked stipends to time worked by Plaintiffs. Each contract specifies that in order to be eligible for the per diem housing stipend “for each day of the assignment,” you must have either worked that day, been available to work a shift but not called in by the facility or have been out sick. *See* Compl. ¶ 66; Ex. 1, Egan Dec. ¶ 3; Ex. 2, Budden-Wright Dec. ¶ 3; Ex. 3, Barker Dec. ¶ 3; Ex. 4, Maslowsky Dec. ¶ 3; Ex. 5, Tabot Dec. ¶ 3. These contracts further specified that “[y]ou are not eligible for a stipend on a day that you are absent for an entire scheduled or requested shift for personal reasons, *i.e.*, reasons not caused by activity protected under the law or excused by Fastaff.” Ex. 1, Egan Dec. ¶ 3; *see also* Ex. 2, Budden-Wright Dec. ¶ 3; Ex. 3, Barker Dec. ¶ 3; Ex. 4, Maslowsky Dec. ¶ 3; Ex. 5, Tabot Dec. ¶ 3.

In other words, the contracts conditioned eligibility for the housing stipend on the working of a shift or availability to do so on a given day. That each contract established that the stipend payments could “decrease . . . based on time worked provides an important indication as to whether the payments are functioning as compensation rather than reimbursement.” *See Clarke*, 987 F.3d at 854; *see also Dalchau v. Fastaff*, 2018 WL 452112, at *4 (N.D. Cal. Jan. 17, 2018) (conditionally certifying nationwide collective of travel nurses where plaintiffs supported their allegations of improper exclusion of stipends from “regular rate” of pay with “evidence that the value of the housing benefit was directly linked to the amount of time worked”).

Indeed, each of the declarants has submitted evidence that their housing stipend did in fact vary from week-to-week due to missed shifts, despite the fact that their actual housing costs

<https://www.supremecourt.gov/search.aspx?filename=/docket/docketfiles/html/public/21-296.html>).

remained constant. *See* Ex. 1, Egan Dec. ¶ 4; Ex. 2, Budden-Wright Dec. ¶ 4; Ex. 3, Barker Dec. ¶ 4; Ex. 4, Maslowsky Dec. ¶ 4; Ex. 5, Tabot Dec. ¶ 4. Further, that Fastaff has unilaterally reduced the amount of nurses’ housing stipends in the middle of their short-term employment contracts further demonstrates that the stipends functioned as compensation, not as legitimate expense reimbursement. *See* Ex. 1, Egan Dec. ¶ 6; *see also Hamilton v. NuWest Grp. Holdings, LLC*, 2023 WL 3582939, at *3 (W.D. Wash. May 22, 2023) (noting that based on defendant travel nurse agency’s mid-contract cuts to its employees’ housing and meals and incidentals stipends, “it could plausibly be argued that NuWest’s actions on the ground . . . reflected that the stipends did not have an apparent nexus to expenses incurred, [and] instead reflected attempts to adjust pay due to changes in the market for healthcare workers.”).

And unlike its treatment of travel assistance and other business expenses, Fastaff did not ask the Plaintiffs to demonstrate or document their actual expenses related to housing. *See* Compl. ¶ 66; Ex. 1, Egan Dec. ¶ 5; Ex. 2, Budden-Wright Dec. ¶ 5; Ex. 3, Barker Dec. ¶ 5; Ex. 4, Maslowsky Dec. ¶ 5; Ex. 5, Tabot Dec. ¶ 5. Instead, and despite the fact that the stipends are intended to cover the “reasonable expenses incurred,” the amounts of these stipends were unilaterally set by Fastaff and required no documentation from the employee. Ex. 1, Egan Dec. ¶ 4; Ex. 2, Budden-Wright Dec. ¶ 4; Ex. 3, Barker Dec. ¶ 4; Ex. 4, Maslowsky Dec. ¶ 4; Ex. 5, Tabot Dec. ¶ 4. This practice further demonstrates that the stipends functioned as compensation for work, not legitimate reimbursement of expenses. *See Clarke*, 987 F.3d at 858 (“the default payment of per diem on a weekly basis . . . without regard to whether any expenses were actually incurred on a given day” was a factor, in combination with others, indicating that stipend payments “functioned as compensation for hours worked.”).

B. Fastaff consistently excluded the value of these stipends in calculating the “regular rate” of pay.

In addition to the substantial evidence that Fastaff’s housing stipends functioned as compensation, Plaintiffs also submit straightforward evidence—in the form of paystubs—that Fastaff had a common policy of excluding the value of those stipends from travel employees’ “regular rate” of pay. Specifically, each declarant submits at least one paystub demonstrating that their overtime rate of pay was insufficient to account for the value of their stipends. These paystubs reflect that Fastaff generally calculated the rate of overtime pay by multiplying the contractually-set “base” hourly rate of pay—which did not account for the value of any stipends—by 1.5. *See*, Ex. 1, Egan Dec. ¶ 7; Ex. 2, Budden-Wright Dec. ¶ 7; Ex. 4, Maslowsky Dec. ¶ 7; Ex. 5, Tabot Dec. ¶ 7. And even when the overtime rate was higher than 1.5 times an employee’s base hourly wage, it was still insufficient to account for the value of the stipends. *See* Ex. 3, Barker Dec. ¶ 7. By improperly excluding the value of their stipends from their “regular rate” of pay, Fastaff shorted these Plaintiffs the overtime pay they were owed under the FLSA. *See Dalchau*, 2018 WL 452112, at *4 (conditionally certifying nationwide collective of travel nurses where plaintiffs supported their allegations of improper exclusion of stipends from “regular rate” of pay with “paystubs demonstrating that this value was not included in the overtime calculation.”).

C. Plaintiffs have demonstrated that they were subject to a common policy of miscalculated overtime rates, and they are thus similarly situated.

The substantial allegations of just one plaintiff that his or her overtime pay was miscalculated would make it likely that others faced the same issue. *See Valencia v. Armada Skilled Home Care of NM, LLC*, 2020 WL 2768977, at *3 (D.N.M. May 28, 2020) (certifying collective based solely on allegations in complaint that proposed collective members were subject to the same “per event” compensation plan); *Tremblay v. Chevron Stations Inc.*, 2008 WL 2020514,

at *2 (N.D. Cal. May 8, 2008) (that overtime pay was miscalculated “in at least one instance . . . makes it likely that similar miscalculations were made” as to other employees).

Here, however, five declarants who lived and worked in multiple states at various times during the three years prior to the filing of the Complaint each submit evidence—sworn declaration testimony, form contracts, and form paystubs—that Fastaff treated their stipends as compensation rather than as expense reimbursement, but then failed to account for the value of those stipends in calculating their overtime rates. By doing so, Plaintiffs demonstrate that Fastaff engaged in a common policy of improperly excluding stipends from its employees’ “regular rate” of pay and consequently underpaid them for their overtime work. *See Robertson v. Whitman Consulting Org., Inc.*, 2020 WL 5097597, at *3-4 (D. Colo. July 22, 2020), *report and recommendation adopted as modified*, 2020 WL 5096006 (D. Colo. Aug. 28, 2020) (granting certification based on declarations of named plaintiff and one opt-in attesting that they regularly worked overtime, were paid an hourly rate, received additional per diem compensation, and were paid overtime compensation which failed to include their per diem payments); *Wilson v. Maxim Healthcare Servs., Inc.*, 2014 WL 7340480, at *4 (W.D. Wash. Dec. 22, 2014) (citations omitted) (four employee declarations provided evidence of a common policy by employer in nationwide collective action).

The Plaintiffs have thus alleged and provided substantiating evidence that they were subject to a common, FLSA-violating policy by Fastaff, such that they are similarly situated for purposes of conditional collective certification. *See Thiessen*, 267 F.3d at 1102; *see also MacDonald*, 2019 WL 1755282, at *4 (conditionally certifying collective where plaintiff “has presented substantial allegations that the putative collective members were subject to a single decision, policy, or plan: Covenant’s per diem pay policy.”).

In turn, Fastaff’s common policy gives rise to a common question material to the resolution of the claims of the proposed collective: Did Fastaff’s exclusion of housing subsidies from its travel employees’ “regular rate” of pay for purposes of calculating their overtime compensation violate the FLSA? Fastaff bears a common burden in answering this question, as it must establish that the travel nurses’ stipends were properly excluded from the Plaintiffs’ regular rate of pay. *Clarke*, 987 F.3d at 853 (employer “bears the burden of establishing that its per diem payments qualify as an exemption from the regular rate of pay under the FLSA.”). The proposed collective should thus be conditionally certified to permit these individuals to “vindicate rights by the pooling of resources.” *MacDonald v. Covenant Testing Techs., LLC*, 2019 WL 1755282, at *2 (D. Colo. Apr. 18, 2019) (quoting *Hoffman-La Roche Inc. v. Sperling*, 493 U.S. 165, 170 (1989)); *see also Clarke*, 987 F.3d at 850 (in case that had been conditionally certified, identifying the “central inquiry” as “whether the per diem payments were properly excluded from the regular rate.”).

Plaintiffs thus readily satisfy the “lenient” standard for demonstrating that they are “similarly situated” and the “light” burden they bear in substantiating their allegations, and conditional certification of the proposed collective is warranted. *See Gray v. Delta Cnty. Mem’l Hosp. Dist.*, 2021 WL 1329263, at *4 (D. Colo. Mar. 1, 2021) (certifying collective where “declarations suggest this practice was applied to all hourly patient care employees.”); *Arfsten v. Cutters Wireline Serv., Inc.*, 2017 WL 2400489, at *1 (D. Colo. May 26, 2017) (allegations and evidence that employees “were subject to the same compensation policies concerning the payment of overtime” demonstrated that they were similarly situated).

Indeed, applying this same standard, multiple courts have conditionally certified collectives based on similar allegations of stipends’ improper exclusions from the regular rate of

pay. *Hamilton v. NuWest Grp. Holdings, LLC*, 2023 WL 3582939, at *2-3 (W.D. Wash. May 22, 2023) (conditionally certifying collective of travel nurses who alleged that their housing and meals and incidentals stipends had been improperly excluded from their regular rate of pay); *Carlino v. CHG Med. Staffing, Inc.*, 2019 WL 1005070, at *6 (E.D. Cal. Feb. 28, 2019) (granting conditional collective certification of travel nurse stipend “regular rate” claims because “Plaintiff contends that the decision to not include the value of the per diem benefits in the regular rate of pay is part of a broader uniform policy affecting other employees.”); *Howell v. Advantage RN, LLC*, 2018 WL 3437123, at *10 (S.D. Cal. July 17, 2018) (granting conditional collective certification of nationwide travel nurse stipend “regular rate” claims where the travel nurses alleged the staffing company subjected them to “common unlawful policies excluding the value of the per diem stipend and bonuses.”); *Dalchau v. Fastaff, LLC*, 2018 WL 452112, at *4 (N.D. Cal. Jan. 17, 2018) (conditionally certifying a collective of Fastaff’s travel nurses where there was “evidence that the value of the housing benefit was directly linked to the amount of time worked” and “paystubs demonstrating that this value was not included in the overtime calculation.”); *Clarke v. AMN Servs.*, 2017 WL 6942755, at *4 (C.D. Cal. Oct. 12, 2017) (granting both conditional and class certification of regular rate stipend claims where Plaintiffs “contend the per diems should be considered compensation for work because they are tied to hours worked.”). There can be no credible dispute that Plaintiffs and other travel nurses are similarly situated with respect to Fastaff’s failure to include stipends in the “regular rate” of pay.

III. THE COURT SHOULD APPROVE THE PROPOSED NOTICE PLAN

“The sole consequence of conditional certification is the sending of court-approved written notice to employees . . . who in turn become parties to a collective action only by filing written

consent with the court.” *Genesis Healthcare Corp. v. Symczyk*, 569 U.S. 66, 75 (2013). As the Plaintiffs have demonstrated a collective of similarly situated travel employees exists, this Court “may authorize plaintiff to disseminate a proper notice and opt-in consent form to putative class members.” *MacDonald*, 2019 WL 1755282, at *6 (citing *Hoffman-LaRoche*, 493 U.S. at 169-70). The Court has “broad discretion regarding the details of the notice sent to potential opt-in plaintiffs,” which need only “provide accurate and timely notice concerning the pendency of the collective action, so that [potential plaintiffs] can make informed decisions about whether to participate.” *MacDonald*, 2019 WL 1755282, at *6 (citation omitted).

To that end, Plaintiffs propose a notice plan to inform collective members of their ability to opt-in. First, Plaintiffs ask this Court to order Fastaff to produce to Plaintiffs’ counsel, within 14 days of any order granting conditional certification, a list in Microsoft Excel format of collective members that includes their names, employee identification numbers, the dates and locations of their employment, email addresses, cell phone numbers, and last known mailing address.⁸

Next, Plaintiffs’ counsel, with the assistance of a notice administrator, will arrange for distribution of the proposed notice form, attached hereto as **Exhibit 6**, to putative collective members’ last known mailing address and, if available, email address. This proposed notice succinctly and accurately describes Plaintiffs’ FLSA overtime claims and provides collective members with a summary of their options and any required actions. In other words, the proposed

⁸ See *Bryant v. Act Fast Delivery of Colorado*, 2015 WL 3929663, at *4 (D. Colo. June 25, 2015) (requiring defendant to disclose last known addresses, phone numbers, and email addresses); *Pliego v. Los Arcos Mexican Restaurants, Inc.*, 2015 WL 4600726, at *3 (D. Colo. July 31, 2015) (requiring defendants to produce within 14 days of the order conditionally certifying the collective a “computer readable data file” that contained the names, addresses, telephone numbers and date of employment of collective members).

notice is “timely, accurate, and informative.” *Hoffman-La Roche Inc.*, 493 U.S. at 172. It also refers the recipients to additional resources regarding the lawsuit, including a website, phone number, and e-mail address that Plaintiffs’ counsel will set up with the assistance of a notice administrator. The website will post a copy of the Plaintiffs’ operative Complaint, any responsive pleading that Fastaff has filed or files, any order granting conditional collective certification in this action, and will include a link for electronically submitting a Consent to Join form.

Enclosed with the notice will also be a physical Consent to Join, attached hereto as **Exhibit 7**, that putative collective members may return within 90 days to opt-in to the action. The administrator will also email (to those for whom Fastaff maintains an email address) the Notice and Consent to Join, which may be submitted online. The initial Notice and Consent to Join mailing and emailing will be followed up with reminder notices sent via different methods. First, fourteen days after the Notice and Consent to Join are mailed, the notice administrator will send a text message to any known cell phone number of collective members who have not yet returned their Consent to Join Form. *See MacDonald*, 2019 WL 1755282, at *7 (D. Colo. Apr. 18, 2019) (finding that “sending notice by U.S. Mail, email, and text message is likely to ‘increase the probability of apprising collective action members of their rights.’”) (quoting *Lindsay v. Cutters Wireline Serv., Inc.*, 2018 WL 4075877, at *3 (D. Colo. Aug. 27, 2018)); *Kenney v. Helix TCS, Inc.*, 2021 WL 1634506, at *5 (D. Colo. Apr. 27, 2021) (authorizing reminder notice half-way through the notice period by mail, email, and/or text message).

Then, thirty days after the Notice and Consent to Join are mailed, and again thirty days before the close of the opt-in period, the notice administrator will e-mail putative collective

members who have not returned a Consent to Join.⁹ These reminder notices are necessary given the nature of plaintiffs' jobs requiring frequent travel and often long hours. *See Hamilton*, 2023 WL 3582939, at *3 (approving use of reminder notices and 90-day opt-in period as "necessary here given the traveling, on the-road nature of Plaintiffs."). The email will include the text of the Notice and provide directions to electronically complete and return a Consent to Join. *See also James v. Boyd Gaming Corp.*, 522 F.Supp.3d 892, 922-26 (D. Kan. Mar. 2, 2021) (approving similar notice plan, including use of text messages); *MacMann v. Tropicana Ent., Inc.*, 2021 WL 1906488, at *1 (E.D. Mo. May 12, 2021) (same).

CONCLUSION

Plaintiffs request that the Court (1) conditionally certify the collective (defined above); (2) order Fastaff to produce a list of putative collective members and their contact information in Excel format within 14 days of the Order granting this motion; (3) direct that notice in the form and manner requested; and (4) establishes a 90-day period for opting in to the action.

⁹ If Fastaff does not have an email address for a particular collective member or the email address provided is not valid, the administrator will send a reminder notice by postcard.

Dated: September 20, 2023

Respectfully submitted,

STUEVE SIEGEL HANSON LLP

/s/ Alexander T. Ricke

George A. Hanson
Alexander T. Ricke
Crystal Cook Leftridge
460 Nichols Road, Suite 200
Kansas City, Missouri 64112
Telephone: 816-714-7100
hanson@stuevesiegel.com
moore@stuevesiegel.com
ricke@stuevesiegel.com
cook@stuevesiegel.com

*Attorneys for Plaintiffs and the Putative
Class and Collective*

CERTIFICATE OF GOOD FAITH CONFERRAL

Pursuant to Local Rule 7.1, I, undersigned counsel, made a good faith effort to confer with Defendants' counsel before filing this motion. Specifically, on September 13, 2023, I wrote an e-mail to opposing counsel indicating that Plaintiffs intended to move for conditional collective certification within the next week, setting forth the proposed collective definition and the relief that Plaintiffs would request from the Court, and inviting a discussion as to whether the scope of issues in dispute could be narrowed. Counsel for Fastaff indicated that they would not be available to confer until after September 19, 2023, which is both the date Defendants' responsive pleading was due and the date the parties' stipulated tolling for putative opt-ins would expire. In response, I agreed to withhold filing the instant motion until today, September 20, 2023. I spoke with Defendants' counsel today by Teams video conference regarding the disputed issues. Despite a productive discussion, an agreement could not be reached today. The parties are continuing to meet and confer regarding Plaintiffs' motion. That said, with the stipulated tolling for putative opt-ins expiring yesterday, Plaintiffs are obligated to seek conditional collective certification to ensure timely delivery of notice to putative opt-ins so that they can stop the running of their respective limitations periods.

CERTIFICATE OF SERVICE

I hereby certify that on September 20, 2023, a true and correct copy of the foregoing was filed with the Clerk of the Court via the CM/ECF system, which will send notice of this filing to all counsel of record via email.

/s/ Alexander T. Ricke
Alexander T. Ricke
Plaintiffs' Counsel

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

THERESA EGAN, BRIAN BARKER, and
 SABRINA BUDDEN-WRIGHT,
 individually and on behalf of all others
 similarly situated,

Plaintiffs,

v.

FASTAFF, LLC and U.S. NURSING
 CORPORATION,

Defendants.

Case No. 1:22-cv-03364

**PLAINTIFFS' INDEX OF EXHIBITS IN
 SUPPORT OF MOTION FOR
 CONDITIONAL CERTIFICATION OF
 FLSA COLLECTIVE ACTION**

PLAINTIFFS' EXHIBIT #	DESCRIPTION
1	Declaration of Plaintiff Theresa Egan
<i>1 - 1</i>	Theresa Egan's 12/3/2020 Assignment Agreement Letter
<i>1 - 2</i>	Theresa Egan's 2/15/2021 Assignment Agreement Letter
<i>1 - 3</i>	Theresa Egan's Fastaff Earnings Statement for Pay Period Ending 4/3/2021
<i>1 - 4</i>	Theresa Egan's Fastaff Earnings Statement for Pay Period Ending 4/10/2021
<i>1 - 5</i>	Theresa Egan's Fastaff Earnings Statement for Pay Period Ending 1/23/2021
2	Declaration of Plaintiff Sabrina Budden-Wright
<i>2 - 1</i>	Sabrina Budden-Wright's 11/25/2022 Assignment Agreement Letter
<i>2 - 2</i>	Sabrina Budden-Wright's Fastaff Earnings Statement for Pay Period Ending 11/6/2021
<i>2 - 3</i>	Sabrina Budden-Wright's Fastaff Earnings Statement for Pay Period Ending 11/13/2021
3	Declaration of Plaintiff Brian Barker
<i>3 - 1</i>	Brian Barker's 3/21/2022 Assignment Agreement Letter

PLAINTIFFS' EXHIBIT #	DESCRIPTION
<i>3 - 2</i>	Brian Barker's US Nursing Earnings Statement for Pay Period Ending 6/18/2022
<i>3 - 3</i>	Brian Barker's US Nursing Earnings Statement for Pay Period Ending 6/25/2022
4	Declaration of Jennifer Maslowsky
<i>4 - 1</i>	Jennifer Maslowsky's 6/25/2022 Assignment Agreement Letter
<i>4 - 2</i>	Jennifer Maslowsky's US Nursing Earnings Statement for Pay Period Ending 7/30/2022
<i>4 - 3</i>	Jennifer Maslowsky's US Nursing Earnings Statement for Pay Period Ending 8/6/2022
5	Declaration of Armstrong Tabot
<i>5 - 1</i>	Armstrong Tabot's 2/21/2023 Assignment Agreement Letter
<i>5 - 2</i>	Armstrong Tabot's US Nursing Earnings Statement for Pay Period Ending 4/1/2023
<i>5 - 3</i>	Armstrong Tabot's US Nursing Earnings Statement for Pay Period Ending 4/8/2023
<i>5 - 4</i>	Armstrong Tabot's US Nursing Earnings Statement for Pay Period Ending 3/18/2023
6	Proposed Notice to Collective Members
7	Proposed Consent to Join Form

Plaintiffs'

Exhibit 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

THERESA EGAN, BRIAN BARKER,
and SABRINA BUDDEN-WRIGHT,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

FASTAFF, LLC and U.S. NURSING
CORPORATION,

Defendants.

Case No. 1:22-cv-03364

**DECLARATION OF THERESA
EGAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
CONDITIONAL CERTIFICATION
OF FLSA COLLECTIVE ACTION**

I, THERESA EGAN, declare as follows:

1. I am an adult citizen of the State of California. I submit this declaration in support of the Plaintiffs' Motion for Conditional Certification of FLSA Collective Action in the above-captioned lawsuit. I have personal knowledge of the facts stated herein and attest to their truth.

2. I am a registered nurse who accepted travel assignments from Fastaff, including to work at a healthcare facility in Daly City, California, which is over an eight-hour drive from my permanent residence in San Diego, California.

3. For example, on December 3, 2020, Fastaff offered me a contract for a fixed-term assignment at the Seton Medical Center in Daly City, California. Before making a later change to my rates, Fastaff offered me a base hourly wage of \$85 and a housing stipend of \$180 per day (or \$1260 per week) for the length of my assignment. Ex. 1, at 1-2. Although it later made a change to my base hourly rate, Fastaff offered me a contract extension at the same facility at the same rate of pay from March 7, 2021 to June 5, 2021. Ex. 2, at 1-2. The contract specified that "[t]o be eligible for the housing stipend for each day of the assignment, you must obtain a signature from a Facility supervisor confirming that you 1) worked that day, 2) you were available to work but not scheduled; or (3) that you are absent from work due to sickness or disability." It further

specified that “[y]ou are not eligible for a stipend on a day that you are absent for an entire scheduled or requested shift for personal reasons,” defined as “reasons not caused by activity protected under the law or excused by Fastaff.” *Id.* at 2.

4. The contract specified that receipt of the stipend was “contingent upon you submitting to payroll your time sheet containing the required signatures from a Facility supervisor.” *Id.* at 2. In fact, my housing stipend reflected reductions for shifts not worked while I was at Seton Medical Center. For example, during the week of March 28, 2021, I worked only 36.5 total hours and received a stipend of \$1,080.00, which reflects 6 days of stipends at a rate of \$180/day. Ex. 3. The following week, the week of April 4, 2021, I worked 44.75 hours and received a stipend of \$1,260, which reflects 7 days of stipends. Ex. 4. During this time, my housing costs remained constant from week to week.


5. The amount of the housing per diem stipend was unilaterally determined by Fastaff. While indicating that the housing stipend was intended to “cover the reasonable housing expenses you are expected to incur during the length of your assignment,” Ex. 2 at 2, at no point – either prior to setting the stipend rates or once I had begun my assignment – did Fastaff ask me to demonstrate or document the housing expenses I incurred in connection with the assignment. By contrast, Fastaff offered “to pay for transportation to and from your tax home to the assignment location,” and indicated that it would “reimburse mileage at the applicable IRS standard mileage reimbursement rate for driving from your tax home to the assignment location based on the distance calculated using Google Maps” and back. *Id.* at 3 (emphasis added). Further, the contract specified that all “business expenses” other than housing “must be pre-approved” to be reimbursed by Fastaff. *Id.*

6. While my contracted hourly pay rate was reduced mid-contract, I know that two of my fellow travel nurses who worked for Fastaff had their housing stipends cut mid-contract. To my knowledge, the stipend reductions were not based on any decrease in costs incurred by these nurses. They were unilateral reductions implemented by Fastaff.

7. The initial contract offered me a guaranteed minimum of 48 hours per week. *Id.* at 3. As I accepted these terms, I regularly worked over 40 hours in a single workweek for multiple weeks over the course of my contract with Fastaff.

8. In calculating my overtime rate of pay, Fastaff did not include my housing stipend in my regular rate of pay. For example, during the week of January 17, 2020, I worked 58.25 hours for Fastaff, thus entitling me to overtime pay. Fastaff compensated me for my overtime hours at a rate of \$127.50, which is 1.5 times my hourly base rate of pay of \$85 and excludes the value of my per diem housing stipends. This is reflected in the attached Ex. 5, a sample paystub for my work for Fastaff in Daly City, California. But had my housing stipend been included as part of my regular rate of pay, I would have been owed a higher overtime rate.

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


theresa egan (Sep 16, 2023 20:06 PDT)

Theresa Egan

Exhibit 1-1



Assignment Agreement Letter (AAL)

California Travel

U.S. Nursing Corporation, doing business as Fastaff, Inc.
5700 South Quebec Street, Suite 300
Greenwood Village, CO 80111
800-736-8773

Name: Theresa Egan
Employee ID: 478408

Date: 12/3/2020

Phone#: [REDACTED]

Welcome to Fastaff LLC ("Fastaff"), the leading provider of Rapid Response Travelers. You are a valued member of this team, and we appreciate your commitment to Fastaff and our client facility (the "Facility"). Our goal is to provide the highest level of patient care and we depend on travelers like you and your colleagues. Thank you!

The following information summarizes the employment agreement between Theresa Egan ("Employee" or "you") and Fastaff for this upcoming assignment to deliver temporary staffing. Please review and return this signed AAL as verification of your acceptance of this assignment, and the terms and requirements in this AAL, within 24 hours of receipt. This AAL is not a contract for guaranteed employment for any particular period of time. Rather, Fastaff is an at-will employer and your employment with Fastaff is "at will," as discussed and defined in Fastaff's Travel Handbook. **It is your responsibility to stay up-to-date on and comply with the Handbook's terms, conditions, notices, and changes, including, but not limited to, updates in state-specific addenda found at <https://myportal.fastaff.com/mydashboard/forms-resources>. If there is any discrepancy or ambiguity between the terms and conditions set forth in the Handbook and the terms and conditions set forth in this AAL, the terms in this AAL shall control.** Please contact your Recruiter with any questions.

Facility: Seton Medical Center

Address: 1900 Sullivan Avenue, Daly City, CA 94015 United States of America

Assignment Start Date: 12/14/2020

End Date: 3/6/2021

Specialty: ER DAYS

Shift: Day

Recruiter: Chase Shields

Requested Time Off / Schedule Details:

Pay* and Benefits Information

Base Rate : \$85.00 per hour **On Call Rate:** \$13.50 per hour **Call Back Rate:** \$127.50 per hour

- You are eligible for pay at the Call Back Rate if you are on call at a location away from the Facility premise and are requested to return to the Facility during your on call shift. The hours worked at the Facility under these circumstances will be paid at the Call Back Rate listed above and will count towards your Guaranteed Hours. If you are asked to work past your regular scheduled shift but do not leave the Facility, these hours worked are considered regular hours worked and you will be paid at your Base Rate and not at the Call Back Rate. For each call back instance, you will receive at least two (2) hours of compensation at your Call Back Rate, or compensation at the Call Back Rate for the actual hours worked, whichever is greater.
- You are a nonexempt employee and will receive overtime pay for any hours worked over 40 hours in a week or in accordance with applicable law. Your overtime rate of pay will be at least 1.5 times your regular rate of pay.
- You will be paid weekly, every Friday. You will receive your first paycheck on the Friday of the week following your assignment start date. Final pay will be issued in accordance with applicable law.



Benefits

You will be employed by Fastaff starting on day one of your assignment. You are eligible for company-provided Medical, Dental and Vision benefits ("Benefits Plans"), on day one of your assignment. In addition, you are eligible to participate in the Fastaff 401(k) Plan 90 days after your start date. Your participation in the Benefits Plans is voluntary and completion of the Benefits Election/Waive form is required prior to each assignment start date and may be emailed directly to benefits@fastaff.com or fax to 720-206-1512. Detailed benefits information is available on the Fastaff portal. Also, Fastaff provides \$10,000 basic Life and AD&D insurance while you are active on assignment. If you have any questions, please call Fastaff Benefits Administrator at 720-593-7571. If you elect to participate in the Benefits Plans, your portion of the premiums will be deducted pre-tax through payroll deductions. At the end of your employment assignment or extension thereof, you will receive notice of your right to continue your benefits through COBRA.

Paid Sick and Safe Leave: Fastaff complies with all state and local laws in all jurisdictions in which its employees are on assignment. For information regarding paid sick leave to the extent is available in the jurisdiction in which you are on assignment, please refer to <https://myportal.fastaff.com/mydashboard/forms-resources>. If you would prefer a hard copy of these requirements, please contact human resources and one will be provided.

Housing

Fastaff offers Travelers company provided housing or a housing stipend to those eligible to cover the reasonable housing expenses you are expected to incur during the length of your assignment. This housing stipend amount takes into account the location of assignment, and the assignment's start date and end date.

- If you accept company-provided housing and become unable to work any shifts for more than seven consecutive days, and wish to remain in the company-provided housing, we will notify the property and you will be responsible for housing costs until you are available to return to work.
- To be eligible for the housing stipend for each day of the assignment, you must have worked that day, been available to work your shift and obtain a signature from a Facility supervisor confirming the same, or represent that you are absent from work due to sickness or disability or because you were not scheduled to work. You are not eligible for this stipend on a day that you are absent for an entire scheduled shift for personal reasons, i.e., reasons not caused by activity protected under the law or excused by Fastaff.
- If you voluntarily elect to obtain your own housing during the assignment, your housing stipend will be \$180.00 per day for the length of your assignment.

By signing this Agreement you also understand and agree that you are solely responsible for the cost of any incidentals and other non-authorized housing or other expenses that you incur for your own benefit during the course of this employment assignment. You must use a personal form of payment, e.g., credit card, to cover any such expenses. All business expenses must be pre-approved, and all approved business expenses will be reimbursed by Fastaff.

Travel

Fastaff offers to pay for transportation to and from your tax home to the assignment location, unless you elect to terminate your assignment early, in which case you will be required to pay for your transportation home. You do not have to fly to the assignment, and instead may choose to take your own transportation. If you elect to drive to your assignment, Fastaff will reimburse actual mileage at the applicable IRS standard mileage reimbursement rate for miles traveled driving from your tax home to the assignment location and then from the assignment location back to your tax home, with a maximum of 750 miles each way. If the mileage is expected to exceed 750 miles each way, please contact the Housing and Travel department to discuss transportation options. You agree to assume responsibility and expense for your daily commute to and from the worksite Facility while on this employment assignment and agree to follow all Fastaff rules regarding travel as outlined in the Travel Handbook.



Guaranteed Hours

Fastaff's work week for this employment assignment is Sunday at 7:00 am through the following Sunday at 6:59 am. During your assignment you will be scheduled to work 60 hours per week, i.e. your Guaranteed Hours, and will be paid for all hours that you work. If your hours worked during the work week do not equal 60, then you will be paid the difference in hours, at your hourly base rate, if the following conditions are met:

- You obtain a signature from a Facility supervisor confirming that you worked or were available to work the entirety of all your scheduled shifts that work week.

You will be considered to have been "available" to work if the Facility sends you home early or cancels your shift due to staffing needs or low patient census. You will not be considered "available" to work your entire shift if any of the following occur (unless your absence was protected under the law or excused by Fastaff):

- You start a shift late, leave early or volunteer to leave work early during a shift that week.
- You are released by the Facility or Fastaff for performance or any reason, other than for staffing needs resulting from low patient census, that prevents you from successfully working the entirety of all your scheduled shifts that week.
- You refuse to float or accept appropriate patient assignments based on skills and other population or age specific competencies.
- Your availability to work a shift is restricted by expired credentials required for the position, or due to an investigation related to performance.

Additionally, you will only receive compensation for the difference of between your Guaranteed Hours and the number of hours you actually worked during the week. For example, if you are guaranteed 48 hours of work for the week and you receive only 46 hours of work, in addition to being paid for the 46 hours of work you will receive two hours of compensation that week at your base rate of pay.

If your time sheet for the week is not received by Fastaff by 12 p.m. Mountain Time on Monday, you will not be eligible to receive compensation for any difference between your Guaranteed Hours and the hours you actual work that week.

Notwithstanding the above, during the first week on this assignment you do not have Guaranteed Hours. If you start work Sunday through Tuesday, you will be paid the greater amount of the hours you worked at the applicable rate of pay or 75% of 60 hours at your base rate of pay. If your assignment starts Wednesday through Saturday, you will be paid for actual hours you work that week.

Assignment Float Requirements

All Fastaff travelers are expected to float as needed and accept any patient assignment within your scope of practice, including age specific competencies. Fastaff travelers are also asked to accept schedule changes if needed by the Facility.

Time Sheet Policy

- You are solely responsible for obtaining a Facility supervisor's signature for every shift you work, as well as for every shift you were available to work but did not, indicating whether it was voluntary on your part (which means you will not be eligible for any Guaranteed Hours compensation for the pay period), or mandated by the Facility.
- In accordance with this AAL and the Travel Handbook, you must complete and sign your time sheet prior to submission to Payroll. By signing your time sheet you acknowledge that the information and hours recorded are true and accurate and that the information contained in the time sheet may be relied upon by Fastaff.



- You acknowledge that the only way Fastaff can accurately and promptly pay for your hours worked is if you promptly submit your completed time sheets to Fastaff Payroll with the appropriate signatures as indicated above. Therefore, it is your responsibility to e-mail your time sheet to payroll@fastaff.com or fax your time sheet to Fastaff Payroll at 888-450-2085, by **12pm Mountain Time each Monday. If signatures are not available by the Monday 12 noon (mst) deadline, please submit your timesheet and send a revised copy when signatures are received.**
- Fastaff requires you to take meal and rest breaks in accordance with Company policy and California law. Please refer to Fastaff's Employee Handbook for details regarding meal and rest period for assignments in California. The time in / time out times for your meal break must be accurately recorded daily on your time sheet. By signing the time sheet, as required, you are acknowledging the accuracy of the information provided.
- The Facility may require you to use its time keeping system in addition to the Fastaff time sheet. You will be paid for hours recorded on your Fastaff time sheet, but discrepancies found between the Fastaff time sheet and the Facility time keeping records could lead to corrections in pay. If you believe any corrections are necessary, please notify Payroll immediately so that the issue may be investigated.
- Upon the conclusion of this assignment, you must promptly, within no more than 24 hours, submit your final, fully complete, signed and acknowledged time sheet by email or fax as indicated above. You will be paid for all hours worked, up through your last day of work.
- Fastaff prohibits you from performing any work off-the-clock. Additionally, unless you obtain prior authorization from your supervisor, you are not to perform work outside of your scheduled shift. For example, you are not to perform any work when traveling to and from your temporary residence during the assignment, or at any time when you are not clocked in to work.

Assignment Expectations

You are expected to follow Facility-specific guidelines while working at a Facility site and conduct yourself in a professional manner.

You agree to maintain a current, complete file for the duration of your assignment. All compliance documentation including medical, certifications, licensure or any other document required by Fastaff or the Facility, must be updated/renewed and provided to Fastaff prior to its' expiration date. Failure to do so may result in your being ineligible for any Guaranteed Hours compensation, temporary removal from the schedule and/or the termination of your assignment.

Workplace Injuries or Emergencies

In case of emergency Fastaff should contact Abigail at Egan on my behalf.

- If you have an emergency while on an assignment, please call your recruiter or our toll free number, 800-736-8773.
- If you are injured on the job, you must report the injury to your on-site supervisor and your Fastaff Recruiter or Clinical Services Manager, and Fastaff's Workers' Compensation carrier, Gallagher Bassett, at (888) 876-7764. **Work-related injuries must be reported to Gallagher Bassett within 24 hours.** If medical treatment for an on-the-job injury is needed, it must be obtained from one of the Workers' Compensation carrier's designated physicians. If you choose to obtain treatment from a non-designated physician, you may be responsible for the cost of treatment.

Except as otherwise specified in this letter, the terms and conditions of your at-will employment pursuant to this letter may not be changed, except by a writing from the Company's Recruiting Department.

Acceptance and Acknowledgements

By signing below you acknowledge and represent that you have carefully read this AAL, understand its terms, and are entering into this agreement voluntary. Additionally, by accepting this assignment, you agree to abide by, and



shall be responsible for, the requirements and obligations set forth in this AAL. Your signature below also serves as acknowledgement that you have received and reviewed the wage notice form attached, where applicable, and the separately attached "Notice to Employee" pursuant to Labor Code Section 2810.5 which includes information about my employer, wages, workers' compensation and paid sick leave.

Fastaff complies with all state and local laws in all jurisdictions in which its employees are on assignment, including laws requiring specific notices to be posted or distributed at the time of hire. These notices are available at <https://myportal.fastaff.com/mydashboard/forms-resources> If you would prefer a hard copy of the notices applicable to your jurisdiction, please contact Human Resources and hard copies will be provided to you.

PLEASE NOTE: Your affirmative signature and/or acknowledgement of this AAL is not required for you to have accepted the terms of this AAL. If you begin or continue working for Fastaff without signing this AAL, this AAL will be effective, and you will have agreed to and accepted this AAL through your knowledge of it and your acceptance of and/or continued employment with Fastaff.

Theresa Egan

Employee Printed Name

A handwritten signature in black ink, appearing to read "Theresa Egan", written over a horizontal line.

Employee Signature

12/03/2020Date Reviewed and
Agreed

NOTICE TO EMPLOYEE
Labor Code section 2810.5

EMPLOYEE

Employee Name: Theresa Egan_____

Start Date: 12/14/2020_____

EMPLOYER

Legal Name of Hiring Employer: U S Nursing Corporation_____

Is hiring employer a staffing agency/business (e.g., Temporary Services Agency, Employee Leasing Company or Professional Employer Organization [PEO])? ☒ Yes ☐ No

Other Names Hiring Employee is "doing business as" (if applicable):

Fastaff, Inc._____

Physical Address of Hiring Employer's Main Office:

5700 South Quebec Street, Suite 300_____
Greenwood Village, CO 80111_____

Hiring Employer's Mailing Address (if different than above):

Hiring Employer's Telephone Number: (800) 736-8773

If the hiring employer is a staffing agency/business (above box checked "Yes"), the following is the other entity for whom this employee will perform work:

Name: Seton Medical Center

Physical Address of Main Office:

1900 Sullivan Avenue, Daly City, CA 94015 United States of America

Mailing Address: _____

Telephone Number: (650) 992-4000

WAGE INFORMATION

Rate(s) of Pay: \$85.00 Overtime Rate(s) of Pay: \$127.50

Rate by (check box): ☒ Hour ☐ Shift ☐ Day ☐ Week ☐ Salary ☐ Piece Rate ☐ Commission
☐ Other (Provide Specifics): _____

Does a written agreement exist providing the rate(s) of pay? (check box) ☒ Yes ☐ No

If Yes, are all rate(s) of pay and bases thereof contained in that written agreement? ☒ Yes ☐ No

Allowances, if any, claimed as part of minimum wage (including meal or lodging allowances):

(If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)

Regular Payday: Friday_____

WORKERS' COMPENSATIONInsurance Carrier's Name: Gallagher BassettAddress: P.O. Box 14260 , Orange, CA 92863-14260Telephone Number: (888) 876-7764Policy No: CLIENT #003314☐ Self-Insured (Labor Code 3700) and Certificate Number for Consent to Self-Insure: _____**PAID SICK LEAVE**

Fastaff complies with all state and local laws in all jurisdictions in which its employees are on assignment. For information regarding minimum requirements for paid sick leave in the jurisdiction in which you are on assignment, please refer to <https://myportal.fastaff.com/mydashboard/forms-resources>. If you would prefer a hard copy of these requirements, please contact human resources and one will be provided.

ACKNOWLEDGMENT OF RECEIPT*(Optional)*Chase Shields

(PRINT NAME of Employee Representative)

Chase Shields

(SIGNATURE of Employer Representative)

12/03/2020

(Date)

Theresa Egan

(PRINT NAME of Employee)

[Signature]

(SIGNATURE of Employee)

12/03/2020

(Date)

The employee's signature on this notice merely constitutes acknowledgment of receipt.

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes

Exhibit 1-2



Assignment Agreement Letter (AAL)

California Travel

U.S. Nursing Corporation - Fastaff, LLC.
5700 South Quebec Street, Suite 300
Greenwood Village, CO 80111
800-736-8773

Name: Theresa Egan
Employee ID: 478408

Date: 2/15/2021

Phone#: [REDACTED]

Welcome to Fastaff, LLC ("Fastaff"), the leading provider of Rapid Response Travelers. You are a valued member of this team, and we appreciate your commitment to Fastaff and our client facility (the "Facility"). Our goal is to provide the highest level of patient care and we depend on travelers like you to achieve that goal.. Thank you!

The following information summarizes the employment agreement between Theresa Egan ("Employee" or "you") and Fastaff for this upcoming assignment to deliver temporary staffing. Please review and return this signed AAL as verification of your acceptance of this assignment, and the terms and requirements in this AAL, within 24 hours of receipt. This AAL is not a contract for guaranteed employment for any particular period of time. Rather, Fastaff is an at-will employer and your employment with Fastaff is "at will," as discussed and defined in Fastaff's Travel Handbook. **It is your responsibility to stay up-to-date on and comply with the Handbook's terms, conditions, notices, and changes, including, but not limited to, updates in state-specific addenda found at <https://myportal.fastaff.com/mydashboard/forms-resources>. If there is any discrepancy or ambiguity between the terms and conditions set forth in the Handbook and the terms and conditions set forth in this AAL, the terms in this AAL shall control.** Please contact your Recruiter with any questions.

Facility: Seton Medical Center

Address: 1900 Sullivan Avenue, Daly City, CA 94015 United States of America

Assignment Start Date: 3/7/2021

End Date: 6/5/2021

Specialty: ER MIDS*

Shift: Evenings

Recruiter: Chase Shields

Requested Time Off / Schedule Details: LOA: Mar 21 – April 4

Pay* and Benefits Information

Base Rate : \$85.00 per hour **On Call Rate:** \$15.00 per hour **Call Back Rate:** \$127.50 per hour

- You are eligible for pay at the Call Back Rate if you are on call at a location away from the Facility premise and are requested to return to the Facility during your on call shift. The hours worked at the Facility under these circumstances will be paid at the Call Back Rate listed above and will count towards your Guaranteed Hours. If you are asked to work past your regular scheduled shift but do not leave the Facility, these hours worked are considered regular hours worked and you will be paid at your Base Rate and not at the Call Back Rate. For each call back instance, you will receive at least two (2) hours of compensation at your Call Back Rate, or compensation at the Call Back Rate for the actual hours worked, whichever is greater.
- You are a nonexempt employee and will receive overtime pay for any hours worked over 40 hours in a week or in accordance with applicable law. Your overtime rate of pay will be at least 1.5 times your regular rate of pay.
- You will be paid weekly, every Friday. You will receive your first paycheck on the Friday of the week following your assignment start date. Final pay will be issued in accordance with applicable law.



Benefits

You will be employed by Fastaff starting on day one of your assignment. You are eligible for company-provided Medical, Dental and Vision benefits ("Benefits Plans"), on day one of your assignment. In addition, you are eligible to participate in the Fastaff 401(k) Plan 90 days after your start date. Your participation in the Benefits Plans is voluntary and completion of the Benefits Election/Waive form is required prior to each assignment start date and may be emailed directly to benefits@fastaff.com or fax to 720-206-1512. Detailed benefits information is available on the Fastaff portal. Also, Fastaff provides \$10,000 basic Life and AD&D insurance while you are active on assignment. If you have any questions regarding these benefits, please call Fastaff Benefits Administrator at 720-593-7571. If you elect to participate in the Benefits Plans, your portion of the premiums will be deducted pre-tax through payroll deductions. At the end of your employment assignment or extension thereof, you will receive notice of your right to continue your benefits through COBRA.

Paid Sick and Safe Leave: Fastaff complies with all applicable state and local laws in all jurisdictions in which its employees are on assignment. For information regarding paid sick leave to the extent it is available in the jurisdiction in which you are on assignment, please refer to <https://myportal.fastaff.com/mydashboard/forms-resources>. If you would prefer a hard copy of these requirements, please contact human resources and one will be provided.

Housing

Fastaff offers Travelers company-provided housing or a housing stipend to those eligible to cover the reasonable housing expenses you are expected to incur during the length of your assignment. This housing stipend amount takes into account the location of assignment, and the assignment's start date and end date.

- If you accept company-provided housing, the housing will be available one day prior to the start of your assignment and the benefit continues through your last day working on the assignment. By accepting company-provided housing on an assignment, you agree to check-out of the housing the day after you last work on the assignment. If you do not check out of the housing on this date, you agree and understand that you will assume responsibility for all the housing expenses that you incur in staying beyond the date you last worked on the assignment.
- If you accept company-provided housing and become unable to work any shifts for more than seven consecutive days, and wish to remain in the company-provided housing, we will notify the property and you will be responsible for housing costs until you are available to return to work.
- If you voluntarily elect to obtain your own housing during the assignment, your housing stipend will be \$180.00 per day for the length of your assignment.
- If you accept the stipend, the stipend will begin one day prior to the start of your assignment and the benefit continues through your last day working on the assignment. To be eligible for the housing stipend for each day of the assignment, you must obtain a signature from a Facility supervisor confirming that you 1) worked that day, 2) you were available to work but not scheduled, or 3) that you are absent from work due to sickness or disability. You are not eligible for a stipend on a day that you are absent for an entire scheduled or requested shift for personal reasons. Personal reasons are reasons not caused by activity protected under the law or excused by Fastaff. You will cease to be eligible for a housing stipend if you are unable to work any shifts for more than seven consecutive days.
- The stipend will be issued weekly contingent upon you submitting to payroll your time sheet containing the required signatures from a Facility supervisor.

By signing this Agreement you also understand and agree that you are solely responsible for the cost of any incidentals and other non-authorized housing or other expenses that you incur for your own benefit during the course of this employment assignment. You must use a personal form of payment, e.g., credit card, to cover any such expenses. All business expenses must be pre-approved, and all approved business expenses will be reimbursed by Fastaff.



Travel

Fastaff offers to pay for transportation to and from your tax home to the assignment location, unless you elect to terminate your assignment early, in which case you will be required to pay for your transportation home. If you elect to drive to your assignment, Fastaff will reimburse mileage at the applicable IRS standard mileage reimbursement rate for driving from your tax home to the assignment location based on the distance calculated using Google Maps and then from the assignment location back to your tax home, with a maximum of 550 miles each way. You agree to assume responsibility and expense for your daily commute to and from the worksite Facility while on this assignment and agree to follow all Fastaff rules regarding travel as outlined in the Travel Handbook.

Guaranteed Hours

Fastaff's work week for this employment assignment is Sunday at 7:00 a.m. through the following Sunday at 6:59 a.m. During your assignment you will be scheduled to work 48 hours per week, i.e. your Guaranteed Hours, and will be paid for all hours that you work. If during a week in which you are scheduled to work 48 hours your hours worked do not equal 48, then you may be eligible to be paid the difference in hours, at your hourly base rate, to the extent you are available to work all of the hours the facility scheduled or requested you to work that week. ("Guaranteed Hours Pay"). You are not eligible for Guaranteed Hours Pay in any week where you request time off, and will be paid actual hours worked that week.

You will be considered to have been available to work if the Facility sends you home early during a shift or cancels your shift due to staffing needs or low patient census. You will not be considered available to work all of the hours the facility scheduled or requested you work if any of the following occur during the work week:

- You start a shift late, leave early or volunteer to leave work early during a shift that week.
- You refuse to float or accept appropriate patient assignments based on skills or age-specific competencies.
- You make yourself unavailable to work at any point during the workweek, including for illness, personal reasons and requested time off.
- The Facility deems you ineligible to work for any reason other than for low patient census.
- You are permanently released by the Facility or Fastaff terminates your assignment prior to you working all your scheduled shifts that week.

You are responsible for obtaining confirmation from a facility supervisor each week during your assignment that you were available to work all shifts the Facility scheduled you to work and/or requested that you work. You are ineligible for Guaranteed Hours Pay without this confirmation.

If your assignment ends early for any reason, your eligibility for Guaranteed Hour Pay ceases on that date.

If your time sheet for the week is not received by Fastaff by 12 p.m. Mountain Time on Monday or you do not otherwise comply with Fastaff's Time Sheet Policy (described below), you will not be eligible for Guaranteed Hours Pay for that week.

Notwithstanding the above, Guaranteed Hours Pay does not apply during the first and/or last week of the assignment. You will be paid for all hours that you actually work those weeks.

Assignment Float Requirements

All Fastaff travelers are expected to float as needed and accept any patient assignment within your scope of practice, including age-specific competencies. Fastaff travelers are expected to accept schedule changes if needed by the Facility.



Time Sheet Policy

- You are solely responsible for the accurate documentation of each weekly time sheet. Daily entries should include all hours worked, lunch period(s), on call and/or call back time, as well as sick time, requested days off, and/or scheduled shifts cancelled by the facility due to low census or other staffing reasons. Every day should have an entry on the time sheet and requires a Facility supervisor's signature as confirmation. Failure to obtain the required signature may delay timely payment.
- You must attest that all entries on your time sheet are accurate and true prior to submission to Payroll. In accordance with this AAL and the Travel Handbook, inaccurate or false entries will not be tolerated and will result in disciplinary action.
- Time sheets are **due each Monday by 12 p.m. Mountain Time**. To ensure prompt and timely pay, it is your responsibility to email/submit your time sheet accordingly to payroll@fastaff.com. **If signatures are not available by the Monday 12 noon (mst) deadline, please submit your timesheet and send a revised copy when signatures are received.** The only exception to the deadline of Monday at 12 p.m., is the final week of assignment. **Your final completed, approved and signed time sheet for the assignment is due 24 hrs after your final shift.**
- Fastaff requires you to take meal and rest breaks in accordance with Company policy and California law. Please refer to Fastaff's Employee Handbook for details regarding meal and rest period for assignments in California. The in / out times for your meal break must be accurately recorded daily on your time sheet.
- The Facility may require you to use its time keeping system in addition to the Fastaff time sheet. If you do not comply with the Facility's time keeping system, you may be subject to disciplinary action and you will be ineligible for any Guaranteed Hours Pay that week. You will be paid for hours recorded on your Fastaff time sheet, but discrepancies found between the Fastaff time sheet and the Facility time keeping records could lead to corrections in pay. If you believe any corrections are necessary, please notify Payroll immediately so that the issue may be investigated.
- No work may be performed "off the clock" and it is not appropriate for anyone to ask or suggest that it is acceptable for you to fail to record all work time.
- Facility supervisor approval is required for any extended shift times. This includes clocking in prior to your shift start or working beyond your regularly scheduled end time. Failure to attain such approval or inaccurate time entries may result in disciplinary action and will make you ineligible for Guaranteed Hours Pay that week.

Assignment Expectations

You are expected to follow Facility-specific guidelines while working at a Facility site and conduct yourself in a professional manner.

You agree to maintain a current, complete file for the duration of your assignment. All compliance documentation including medical, certifications, licensure or any other document required by Fastaff or the Facility, must be updated/renewed and provided to Fastaff prior to its' expiration date. Failure to do so may result in temporary removal from the schedule and/or the termination of your assignment.

Workplace Injuries or Emergencies

In case of emergency Fastaff should contact Abigail at Egan on my behalf.

- If you have an emergency while on an assignment, please contact your recruiter ASAP. After hours or on weekends, you can reach our emergency on call service by calling 800-736-8773.
- If you are injured on the job, you must report the injury to your on-site supervisor and your Fastaff Recruiter or Clinical Services Manager, and Fastaff's Workers' Compensation carrier, Gallagher Bassett, at (888) 876-7764. **Work-related injuries must be reported to Gallagher Bassett within 24 hours.** If non-emergency medical treatment for an on-the-job injury is needed, it must be obtained from one of the Workers' Compensation carrier's designated physicians. If you choose to obtain treatment from a non-designated physician, you may be responsible for the cost of treatment.



Except as otherwise specified in this letter, the terms and conditions of your at-will employment pursuant to this letter may not be changed, except by a writing from the Company's Recruiting Department.

Acceptance and Acknowledgements

By signing below you acknowledge and represent that you have carefully read this AAL, understand its terms, and are entering into this agreement voluntary. Additionally, by accepting this assignment, you agree to abide by, and shall be responsible for, the requirements and obligations set forth in this AAL. Your signature below also serves as acknowledgement that you have received and reviewed the wage notice form attached, where applicable, and the separately attached "Notice to Employee" pursuant to Labor Code Section 2810.5 which includes information about my employer, wages, workers' compensation and paid sick leave.

Fastaff complies with all state and local laws in all jurisdictions in which its employees are on assignment, including laws requiring specific notices to be posted or distributed at the time of hire. These notices are available at <https://myportal.fastaff.com/mydashboard/forms-resources> . If you would prefer a hard copy of the notices applicable to your jurisdiction, please contact Human Resources and hard copies will be provided to you.

PLEASE NOTE: Your affirmative signature and/or acknowledgement of this AAL is not required for you to have accepted the terms of this AAL. If you begin or continue working for Fastaff without signing this AAL, this AAL will be effective, and you will have agreed to and accepted this AAL through your knowledge of it and your acceptance of and/or continued employment with Fastaff.

Theresa Egan

Employee Printed Name

Employee Signature

02/15/2021

Date Reviewed and
Agreed



NOTICE TO EMPLOYEE
Labor Code section 2810.5

EMPLOYEE

Employee Name: Theresa Egan_____

Start Date: 3/7/2021_____

EMPLOYER

Legal Name of Hiring Employer: U S Nursing Corporation_____

Is hiring employer a staffing agency/business (e.g., Temporary Services Agency, Employee Leasing Company or Professional Employer Organization [PEO])? ☒ Yes ☐ No

Other Names Hiring Employee is "doing business as" (if applicable):

Physical Address of Hiring Employer's Main Office:

5700 South Quebec Street, Suite 300_____
Greenwood Village, CO 80111_____

Hiring Employer's Mailing Address (if different than above):

Hiring Employer's Telephone Number: (800) 736-8773

If the hiring employer is a staffing agency/business (above box checked "Yes"), the following is the other entity for whom this employee will perform work:

Name: Seton Medical Center

Physical Address of Main Office:

1900 Sullivan Avenue, Daly City, CA 94015 United States of America

Mailing Address: _____

Telephone Number: (650) 992-4000

WAGE INFORMATION

Rate(s) of Pay: \$85.00

Overtime Rate(s) of Pay: \$127.50

Rate by (check box): ☒ Hour ☐ Shift ☐ Day ☐ Week ☐ Salary ☐ Piece Rate ☐ Commission

☐ Other (Provide Specifics): _____

Does a written agreement exist providing the rate(s) of pay? (check box) ☒ Yes ☐ No

If Yes, are all rate(s) of pay and bases thereof contained in that written agreement? ☒ Yes ☐ No

Allowances, if any, claimed as part of minimum wage (including meal or lodging allowances):

(If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)

Regular Payday: Friday_____

**WORKERS' COMPENSATION**Insurance Carrier's Name: Gallagher BassettAddress: P.O. Box 14260 , Orange, CA 92863-14260Telephone Number: (888) 876-7764Policy No: CLIENT #003314☐ Self-Insured (Labor Code 3700) and Certificate Number for Consent to Self-Insure: _____**PAID SICK LEAVE**

Unless exempt, the employee identified on this notice is entitled to minimum requirements for paid sick leave under state law which provides that an employee:

- a. May accrue paid sick leave and may request and use up to 3 days or 24 hours of accrued paid sick leave per year;
- b. May not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and
- c. Has the right to file a complaint against an employer who retaliates or discriminates against an employee for
 - 1. requesting or using accrued sick days;
 - 2. attempting to exercise the right to use accrued paid sick days;
 - 3. filing a complaint or alleging a violation of Article 1.5 section 245 et seq. of the California Labor Code;
 - 4. cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 section 245 et seq. of the California Labor Code.

The following applies to the employee identified on this notice: (Check one box)

- ☒ 1. Accrues paid sick leave only pursuant to the minimum requirements stated in Labor Code §245 et seq. with no other employer policy providing additional or different terms for accrual and use of paid sick leave.
- ☐ 2. Accrues paid sick leave pursuant to the employer's policy which satisfies or exceeds the accrual, carryover, and use requirements of Labor Code §246.
- ☐ 3. Employer provides no less than 24 hours (or 3 days) of paid sick leave at the beginning of each 12-month period.
- ☐ 4. The employee is exempt from paid sick leave protection by Labor Code §245.5. (State exemption and specific subsection for exemption): _____

ACKNOWLEDGMENT OF RECEIPT*(Optional)*Chase Shields

(PRINT NAME of Employee Representative)

Chase Shields

(SIGNATURE of Employer Representative)

02/15/2021

(Date)

Theresa Egan

(PRINT NAME of Employee)

[Signature]

(SIGNATURE of Employee)

02/15/2021

(Date)

The employee's signature on this notice merely constitutes acknowledgment of receipt.

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes

Exhibit 1-3

Fastaff,LLC
5700 S. Quebec Street, Suite 300
Greenwood Village, CO 80111
303-692-8550

Pay Group: COS-Contract Staff
Pay Begin Date: 03/28/2021
Pay End Date: 04/03/2021

Business Unit: FASBU
Advice #: 000000010523611
Advice Date: 04/09/2021

Theresa Anne Egan [REDACTED]		Employee ID: 00000478408 Department: 90000-Contract Staffing Location: Corporate Offices Job Title: Contract Staff Pay Rate:	TAX DATA: Tax Status: H-of-H Allowances: N/A Percent: N/A Addl. Amount:	Federal H-of-H 0	CA State H-of-H 0
--	--	--	--	-------------------------------	--------------------------------

HOURS AND EARNINGS						TAXES		
<u>Description</u>	<u>Rate</u>	<u>Current Hours</u>	<u>Earnings</u>	<u>Hours</u>	<u>Earnings</u>	<u>Description</u>	<u>Current</u>	<u>YTD</u>
Housing			1,080.00		13,500.00	Fed Withholdng	623.80	14,088.05
OT1	105.000000	12.00	1,260.00	200.00	25,236.35	Fed MED/EE	52.61	891.06
OT3	140.000000	0.50	70.00	1.00	155.00	Fed OASDI/EE	224.96	3,810.06
Sick	70.000000		770.00		897.50	CA Withholdng	257.75	4,933.58
Straight	70.000000	24.00	1,680.00	408.00	34,320.00	CA OASDI/EE	43.54	737.43
Travel			282.24		565.04			
Holiday 1.5			0.00	12.00	1,530.00			
Modules			0.00	1.00	127.50			
Meal Premium			0.00	1.00	85.00			
TOTAL:		36.50	5,142.24	623.00	77,183.29	TOTAL:	1,202.66	24,460.18

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
<u>Description</u>	<u>Current</u>	<u>YTD</u>	<u>Description</u>	<u>Current</u>	<u>YTD</u>	<u>Description</u>	<u>Current</u>	<u>YTD</u>
Health Insurance Premium	132.70	1,459.70	Wired Amount	0.00	2,084.91	Health Insurance Premium	40.74	448.14
Dental Insurance Premium	16.19	175.99				Dental Insurance Premium	0.20	4.30
Vision Plan	2.72	29.92						
TOTAL:	151.61	1,665.61	TOTAL:	0.00	2,084.91	*TAXABLE		

	TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current	5,142.24	3,628.39	1,202.66	151.61	3,787.97
YTD	77,183.29	61,452.64	24,460.18	3,750.52	48,972.59

YEAR-TO-DATE	PAID TIME OFF	SICK LEAVE
Start Balance	0.0	0.0
+ Earned	0.0	19.8
+ Bought	0.0	0.0
- Taken	0.0	11.0
- Sold	0.0	0.0
+ Adjustments	0.0	0.0
End Balance	0.0	8.8

NET PAY DISTRIBUTION			
	Account Type	Account Number	Deposit Amount
[REDACTED]	[REDACTED]	[REDACTED]	3,787.97
TOTAL:			3,787.97

MESSAGE:

Exhibit 1-4

Fastaff,LLC
5700 S. Quebec Street, Suite 300
Greenwood Village, CO 80111
303-692-8550

Pay Group: COS-Contract Staff
Pay Begin Date: 04/04/2021
Pay End Date: 04/10/2021

Business Unit: FASBU
Advice #: **000000010525340**
Advice Date: 04/16/2021

Theresa Anne Egan [REDACTED]		Employee ID: 00000478408 Department: 90000-Contract Staffing Location: Corporate Offices Job Title: Contract Staff Pay Rate:	TAX DATA: Tax Status: H-of-H Allowances: N/A Percent: N/A Addl. Amount:	Federal H-of-H 0 N/A N/A	CA State H-of-H 0
--	--	--	--	---	--------------------------------

HOURS AND EARNINGS						TAXES		
<u>Description</u>	<u>Rate</u>	<u>Current Hours</u>	<u>Earnings</u>	<u>Hours</u>	<u>Earnings</u>	<u>Description</u>	<u>Current</u>	<u>YTD</u>
Housing			1,260.00		14,760.00	Fed Withholdng	571.69	14,659.74
OT1	105.000000	12.75	1,338.75	212.75	26,575.10	Fed MED/EE	49.70	940.76
Straight	70.000000	32.00	2,240.00	440.00	36,560.00	Fed OASDI/EE	212.49	4,022.55
Holiday 1.5			0.00	12.00	1,530.00	CA Withholding	237.16	5,170.74
Modules			0.00	1.00	127.50	CA OASDI/EE	41.13	778.56
Meal Premium			0.00	1.00	85.00			
OT2			0.00	6.00	766.90			
OT3			0.00	1.00	155.00			
Sick Leave Time			0.00		897.50			
Travel Reimbursement			0.00		565.04			
TOTAL:		44.75	4,838.75	673.75	82,022.04	TOTAL:	1,112.17	25,572.35

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
<u>Description</u>	<u>Current</u>	<u>YTD</u>	<u>Description</u>	<u>Current</u>	<u>YTD</u>	<u>Description</u>	<u>Current</u>	<u>YTD</u>
Health Insurance Premium	132.70	1,592.40	Wired Amount	0.00	2,084.91	Health Insurance Premium	40.74	488.88
Dental Insurance Premium	16.19	192.18				Dental Insurance Premium	0.20	4.50
Vision Plan	2.72	32.64						
TOTAL:	151.61	1,817.22	TOTAL:	0.00	2,084.91	*TAXABLE		

	TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current	4,838.75	3,427.14	1,112.17	151.61	3,574.97
YTD	82,022.04	64,879.78	25,572.35	3,902.13	52,547.56

YEAR-TO-DATE	PAID TIME OFF	SICK LEAVE
Start Balance	0.0	0.0
+ Earned	0.0	21.3
+ Bought	0.0	0.0
- Taken	0.0	11.0
- Sold	0.0	0.0
+ Adjustments	0.0	0.0
End Balance	0.0	10.3

NET PAY DISTRIBUTION			
	<u>Account Type</u>	<u>Account Number</u>	<u>Deposit Amount</u>
[REDACTED]	[REDACTED]	[REDACTED]	3,574.97
TOTAL:			3,574.97

MESSAGE:

Exhibit 1-5

Fastaff,LLC
5700 S. Quebec Street, Suite 300
Greenwood Village, CO 80111
303-692-8550

Pay Group: COS-Contract Staff
Pay Begin Date: 01/17/2021
Pay End Date: 01/23/2021

Business Unit: FASBU
Advice #: **000000010504157**
Advice Date: 01/29/2021

Theresa Anne Egan [REDACTED]		Employee ID: 00000478408 Department: 90000-Contract Staffing Location: Corporate Offices Job Title: Contract Staff Pay Rate:	TAX DATA: Tax Status: H-of-H Allowances: N/A Percent: N/A Addl. Amount:	Federal H-of-H N/A N/A	CA State H-of-H 0
--	--	--	--	--	--------------------------------

HOURS AND EARNINGS						TAXES		
<u>Description</u>	<u>Rate</u>	<u>Current Hours</u>	<u>Earnings</u>	<u>Hours</u>	<u>Earnings</u>	<u>Description</u>	<u>Current</u>	<u>YTD</u>
Housing			1,260.00		5,040.00	Fed Withholdng	1,366.45	5,686.65
OT1	127.500000	18.25	2,326.88	73.50	9,371.26	Fed MED/EE	83.04	341.31
Straight	85.000000	40.00	3,400.00	152.00	12,920.00	Fed OASDI/EE	355.07	1,459.39
Holiday 1.5			0.00	12.00	1,530.00	CA Withholdng	473.99	1,960.52
Meal Premium			0.00	1.00	85.00	CA OASDI/EE	57.27	235.39
OT3			0.00	0.50	85.00			
TOTAL:		58.25	6,986.88	239.00	29,031.26	TOTAL:	2,335.82	9,683.26

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
<u>Description</u>	<u>Current</u>	<u>YTD</u>	<u>Description</u>	<u>Current</u>	<u>YTD</u>	<u>Description</u>	<u>Current</u>	<u>YTD</u>
Vision Plan	0.00	8.16				Dental Insurance Premium	0.00	2.70
Dental Insurance Premium	0.00	46.47				Health Insurance Premium	0.00	122.22
Health Insurance Premium	0.00	398.10						
TOTAL:	0.00	452.73	TOTAL:	0.00	0.00	*TAXABLE		

	TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current	6,986.88	5,726.88	2,335.82	0.00	4,651.06
YTD	29,031.26	23,538.53	9,683.26	452.73	18,895.27

YEAR-TO-DATE	PAID TIME OFF	SICK LEAVE
Start Balance	0.0	0.0
+ Earned	0.0	5.9
+ Bought	0.0	0.0
- Taken	0.0	0.0
- Sold	0.0	0.0
+ Adjustments	0.0	0.0
End Balance	0.0	5.9

NET PAY DISTRIBUTION			
	<u>Account Type</u>	<u>Account Number</u>	<u>Deposit Amount</u>
[REDACTED]	[REDACTED]	[REDACTED]	4,651.06
TOTAL:			4,651.06

MESSAGE:

Plaintiffs'

Exhibit 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

THERESA EGAN, BRIAN BARKER,
and SABRINA BUDDEN-WRIGHT,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

FASTAFF, LLC and U.S. NURSING
CORPORATION,

Defendants.

Case No. 1:22-cv-03364

**DECLARATION OF SABRINA
BUDDEN-WRIGHT IN SUPPORT
OF PLAINTIFFS' MOTION FOR
CONDITIONAL CERTIFICATION
OF FLSA COLLECTIVE ACTION**

I, SABRINA BUDDEN-WRIGHT, declare as follows:

1. I am an adult citizen of the State of Texas. I submit this declaration in support of the Plaintiffs' Motion for Conditional Certification of FLSA Collective Action in the above-captioned lawsuit. I have personal knowledge of the facts stated herein and attest to their truth.

2. I am a registered nurse who accepted a travel assignment from Fastaff to work at a healthcare facility in Oklahoma.

3. For example, Fastaff offered me a contract for a fixed-term assignment at Southwestern Medical Center in Lawton, Oklahoma from September 7, 2021 to December 4, 2021.¹ Fastaff offered me a base hourly wage of \$85 and a housing stipend of \$96 per day (or \$672 per week) for the length of my assignment. Ex. 1, at 1-2. The contract specified that "[t]o be eligible for the housing stipend for each day of the assignment, you must obtain a signature from a Facility supervisor confirming that you 1) worked that day, 2) you were available to work but not scheduled, or 3) that you are absent from work due to sickness or disability." *Id.* at 2. It further specified that "[y]ou are not eligible for a stipend on a day that you are absent for an entire

¹ The date on the assignment letter is November 25, 2022. Ex. 1, at 1. This must be in error, as the date of assignment is defined as running from September to December 2021. *Id.*

scheduled or requested shift for personal reasons,” defined as “reasons not caused by activity protected under the law or excused by Fastaff.” *Id.*

4. The contract explained that “[t]he stipend will be issued weekly contingent upon you submitting to payroll your time sheet containing the required signatures from a Facility supervisor.” *Id.* at 2. And in fact, my housing stipend reflected reductions for shifts not worked while I was at Southwestern Medical Center. For example, during the week of October 31, 2021, I worked 43.75 total hours and received a stipend of \$672.00, which reflects 7 days of stipends at \$96/day. Ex. 2. The following week, the week of November 7, 2021, I worked 36 hours and received a stipend of \$576.00, which reflects 6 days of stipends. Ex. 3. During this time, my housing costs remained constant from week to week.

5. The amount of the housing stipend was unilaterally determined by Fastaff. Despite intending the housing stipend to “cover the reasonable housing expenses you are expected to incur during the length of your assignment,” Ex. 1 at 2, at no point – either prior to setting the stipend rates or once I had begun my assignment – did Fastaff ask me to demonstrate or document the housing expenses I incurred in connection with the assignment. By contrast, Fastaff offered “to pay for transportation to and from your tax home to the assignment location,” and indicated that it would “reimburse mileage at the applicable IRS standard mileage reimbursement rate for driving from your tax home to the assignment location based on the distance calculated using Google Maps and then from the assignment location back to your tax home.” *Id.* at 3. Further, the contract specified that all “business expenses” other than housing “must be pre-approved” to be reimbursed by Fastaff. *Id.* at 3.

6. The contract offered me a guaranteed minimum of 48 hours per week. *Id.* As I accepted these terms, I regularly worked over 40 hours in a single workweek for multiple weeks over the course of my contract with Fastaff.

7. In calculating my overtime rate of pay, Fastaff did not include my per diem housing stipend in my regular rate of pay. For example, during the week of October 31, 2021, I worked 43.75 total hours for Fastaff, thus entitling me to overtime pay. Fastaff compensated me for my

overtime hours at a rate of \$127.50, which is 1.5 times my base hourly pay rate of \$85 and excludes the value of my weekly housing stipends. This is reflected in the attached Exhibit 2, a sample paystub for my work for Fastaff in Lawton, Oklahoma. But had my housing stipend been included as part of my regular rate of pay, I would have been owed a higher overtime rate.

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


Sabrina Budden-Wright (Sep 13, 2023 15:49 CDT)

Sabrina Budden-Wright

Exhibit 2-1



Assignment Agreement Letter (AAL)

Universal Travel

U.S. Nursing Corporation - Fastaff, LLC.
5700 South Quebec Street, Suite 300
Greenwood Village, CO 80111
800-736-8773

Name: Sabrina Wright
Employee ID: 324149

Date: 11/25/2022
Phone#: [REDACTED]

Welcome to Fastaff, LLC ("Fastaff"), the leading provider of Rapid Response Travelers. You are a valued member of this team, and we appreciate your commitment to Fastaff and our client facility (the "Facility"). Our goal is to provide the highest level of patient care and we depend on travelers like you to achieve that goal. Thank you!

The following information summarizes the employment agreement between Sabrina Wright ("Employee" or "you") and Fastaff for this upcoming assignment to deliver temporary staffing. Please review and return this signed AAL as verification of your acceptance of this assignment, and the terms and requirements in this AAL, within 24 hours of receipt. This AAL is not a contract for guaranteed employment for any particular period of time. Rather, Fastaff is an at-will employer and your employment with Fastaff is "at will," as discussed and defined in Fastaff's Travel Handbook. **It is your responsibility to stay up-to-date on and comply with the Handbook's terms, conditions, notices, and changes, including, but not limited to, updates in state-specific addenda found at <https://myportal.fastaff.com/mydashboard/forms-resources>. If there is any discrepancy or ambiguity between the terms and conditions set forth in the Handbook and the terms and conditions set forth in this AAL, the terms in this AAL shall control.** Please contact your Recruiter with any questions.

Facility: Southwestern Medical Center

Address: 5602 Southwest Lee Blvd., Lawton, OK 73505 United States of America

Assignment Start Date: 9/7/2021

End Date: 12/4/2021

Specialty: ER 7A-7P

Shift: Other

Recruiter: Brigitte Jackson

Requested Time Off / Schedule Details: Nov 5-7

Shift 7A-7P

Pay* and Benefits Information

Base Rate : \$85.00 per hour **On Call Rate:** \$7.25 per hour **Call Back Rate:** \$127.50 per hour

- You are eligible for pay at the Call Back Rate if you are on call at a location away from the Facility premise and are requested to return to the Facility during your on call shift. The hours worked at the Facility under these circumstances will be paid at the Call Back Rate listed above and will count towards your Guaranteed Hours. If you are asked to work past your regular scheduled shift but do not leave the Facility, these hours worked are considered regular hours worked and you will be paid at your Base Rate and not at the Call Back Rate. For each call back instance, you will receive at least two (2) hours of compensation at your Call Back Rate, or compensation at the Call Back Rate for the actual hours worked, whichever is greater.
- You are a nonexempt employee and will receive overtime pay for any hours worked over 40 hours in a week or in accordance with applicable law. Your overtime rate of pay will be at least 1.5 times your regular rate of pay.
- You will be paid weekly, every Friday. You will receive your first paycheck on the Friday of the week following your assignment start date. Final pay will be issued in accordance with applicable law.



Benefits

You will be employed by Fastaff starting on day one of your assignment. You are eligible for company-provided medical, dental and vision insurance as well as voluntary life and disability insurance ("Benefits Plans") on the first day of the month following the start date of your assignment. In addition, you are eligible to participate in the Fastaff 401(K) benefits the first day of the month following your hire date. After one year from hire date you are eligible for 401(k) employer-matching contributions. Participation in the Benefits Plans is voluntary and completion of the Benefits Election/Waive form is required prior to each assignment start date. Detailed benefits information is available on the Fastaff portal.

If you elect to participate in the Benefits Plans, your portion of the premiums for medical, dental, and vision premiums will be deducted pre-tax through payroll deductions. At the end of your employment assignment or extension thereof you will receive notice of your right to continue your benefits through COBRA. Any questions regarding these benefits can be directed to Benefits@Fastaff.com.

Paid Sick and Safe Leave: Fastaff complies with all applicable state and local laws in all jurisdictions in which its employees are on assignment. For information regarding paid sick leave to the extent it is available in the jurisdiction in which you are on assignment, please refer to <https://myportal.fastaff.com/mydashboard/forms-resources>. If you would prefer a hard copy of these requirements, please contact humanresources@Fastaff.com.

Housing

Fastaff offers Travelers company-provided housing or a housing stipend to those eligible to cover the reasonable housing expenses you are expected to incur during the length of your assignment. This housing stipend amount takes into account the location of assignment, and the assignment's start date and end date.

- If you accept company-provided housing, the housing will be available one day prior to the start of your assignment and the benefit continues through your last day working on the assignment. By accepting company-provided housing on an assignment, you agree to check-out of the housing the day after you last work on the assignment. If you do not check out of the housing on this date, you agree and understand that you will assume responsibility for all the housing expenses that you incur in staying beyond the date you last worked on the assignment.
- If you accept company-provided housing and become unable to work any shifts for more than seven consecutive days, and wish to remain in the company-provided housing, we will notify the property and you will be responsible for housing costs until you are available to return to work.
- If you voluntarily elect to obtain your own housing during the assignment, your housing stipend will be \$96.00 per day for the length of your assignment.
- If you accept the stipend, the stipend will begin one day prior to the start of your assignment and the benefit continues through your last day working on the assignment. To be eligible for the housing stipend for each day of the assignment, you must obtain a signature from a Facility supervisor confirming that you 1) worked that day, 2) you were available to work but not scheduled, or 3) that you are absent from work due to sickness or disability. You are not eligible for a stipend on a day that you are absent for an entire scheduled or requested shift for personal reasons. Personal reasons are reasons not caused by activity protected under the law or excused by Fastaff. You will cease to be eligible for a housing stipend if you are unable to work any shifts for more than seven consecutive days.
- The stipend will be issued weekly contingent upon you submitting to payroll your time sheet containing the required signatures from a Facility supervisor.

By signing this Agreement you also understand and agree that you are solely responsible for the cost of any incidentals and other non-authorized housing or other expenses that you incur for your own benefit during the course



of this employment assignment. You must use a personal form of payment, e.g., credit card, to cover any such expenses. All business expenses must be pre-approved, and all approved business expenses will be reimbursed by Fastaff.

Travel

Fastaff offers to pay for transportation to and from your tax home to the assignment location, unless you elect to terminate your assignment early, in which case you will be required to pay for your transportation home. If you elect to drive to your assignment, Fastaff will reimburse mileage at the applicable IRS standard mileage reimbursement rate for driving from your tax home to the assignment location based on the distance calculated using Google Maps and then from the assignment location back to your tax home, with a maximum of 550 miles each way. You agree to assume responsibility and expense for your daily commute to and from the worksite Facility while on this assignment and agree to follow all Fastaff rules regarding travel as outlined in the Travel Handbook.

Guaranteed Hours

Fastaff's work week for this employment assignment is Sunday at 7:00 a.m. through the following Sunday at 6:59 a.m. During your assignment you will be scheduled to work 48 hours per week, i.e. your Guaranteed Hours, and will be paid for all hours that you work. If during a week in which you are scheduled to work 48 hours your hours worked do not equal 48, then you may be eligible to be paid the difference in hours, at your hourly base rate, to the extent you are available to work all of the hours the facility scheduled or requested you to work that week. ("Guaranteed Hours Pay"). You are not eligible for Guaranteed Hours Pay in any week where you request time off, and will be paid actual hours worked that week.

You will be considered to have been available to work if the Facility sends you home early during a shift or cancels your shift due to staffing needs or low patient census. You will not be considered available to work all of the hours the facility scheduled or requested you work if any of the following occur during the work week:

- You start a shift late, leave early or volunteer to leave work early during a shift that week.
- You refuse to float or accept appropriate patient assignments based on skills or age-specific competencies.
- You make yourself unavailable to work at any point during the workweek, including for illness, personal reasons and requested time off.
- The Facility deems you ineligible to work for any reason other than for low patient census.
- You are permanently released by the Facility or Fastaff terminates your assignment prior to you working all your scheduled shifts that week.

You are responsible for obtaining confirmation from a facility supervisor each week during your assignment that you were available to work all shifts the Facility scheduled you to work and/or requested that you work. You are ineligible for Guaranteed Hours Pay without this confirmation.

If your assignment ends early for any reason, your eligibility for Guaranteed Hour Pay ceases on that date.

If your time sheet for the week is not received by Fastaff by 12 p.m. Mountain Time on Monday or you do not otherwise comply with Fastaff's Time Sheet Policy (described below), you will not be eligible for Guaranteed Hours Pay for that week.

Notwithstanding the above, Guaranteed Hours Pay does not apply during the first and/or last week of the assignment. You will be paid for all hours that you actually work those weeks.



Assignment Float Requirements

All Fastaff travelers are expected to float as needed and accept any patient assignment within your scope of practice, including age-specific competencies. Fastaff travelers are expected to accept schedule changes if needed by the Facility.

Time Sheet Policy

- You are solely responsible for the accurate documentation of each weekly time sheet. Daily entries should include all hours worked, lunch period(s), on call and/or call back time, as well as sick time, requested days off, and/or scheduled shifts cancelled by the facility due to low census or other staffing reasons. Every day should have an entry on the time sheet and requires a Facility supervisor's signature as confirmation. Failure to obtain the required signature may delay timely payment.
- You must attest that all entries on your time sheet are accurate and true prior to submission to Payroll. In accordance with this AAL and the Travel Handbook, inaccurate or false entries will not be tolerated and will result in disciplinary action.
- Time sheets are **due each Monday by 12 p.m. Mountain Time**. To ensure prompt and timely pay, it is your responsibility to email/submit your time sheet accordingly to payroll@fastaff.com. **If signatures are not available by the Monday 12 noon (mst) deadline, please submit your timesheet and send a revised copy when signatures are received.** The only exception to the deadline of Monday at 12 p.m., is the final week of assignment. **Your final completed, approved and signed time sheet for the assignment is due 24 hrs after your final shift.**
- You are required to take a duty-free meal break of at least 30 minutes for each shift lasting over five (5) hours. You also agree to adhere to any additional Facility and/or state meal and rest break policies (if applicable). If a Facility *requires* you to perform any work during a meal break, you must record this as time worked and you agree to obtain a Facility supervisor's signature for that missed or interrupted meal break. The in / out times for your meal break must be accurately recorded daily on your time sheet.
- The Facility may require you to use its time keeping system in addition to the Fastaff time sheet. If you do not comply with the Facility's time keeping system, you may be subject to disciplinary action and you will be ineligible for any Guaranteed Hours Pay that week. You will be paid for hours recorded on your Fastaff time sheet, but discrepancies found between the Fastaff time sheet and the Facility time keeping records could lead to corrections in pay. If you believe any corrections are necessary, please notify Payroll immediately so that the issue may be investigated.
- No work may be performed "off the clock" and it is not appropriate for anyone to ask or suggest that it is acceptable for you to fail to record all work time.
- Facility supervisor approval is required for any extended shift times. This includes clocking in prior to your shift start or working beyond your regularly scheduled end time. Failure to attain such approval or inaccurate time entries may result in disciplinary action and will make you ineligible for Guaranteed Hours Pay that week.

Assignment Expectations

You are expected to follow Facility-specific guidelines while working at a Facility site and conduct yourself in a professional manner.

You agree to maintain a current, complete file for the duration of your assignment. All compliance documentation including medical, certifications, licensure or any other document required by Fastaff or the Facility, must be updated/renewed and provided to Fastaff prior to its expiration date. Failure to do so may result in temporary removal from the schedule and/or the termination of your assignment.

Workplace Injuries or Emergencies

In case of emergency Fastaff should contact _____ at _____ on my behalf.

- If you have an emergency while on an assignment, please contact your recruiter ASAP. After hours or on weekends, you can reach our emergency on call service by calling 800-736-8773.



- If you are injured on the job, you must report the injury to your on-site supervisor and your Fastaff Recruiter or Clinical Services Manager, and Fastaff's Workers' Compensation carrier, Gallagher Bassett, at (888) 876-7764. **Work-related injuries must be reported to Gallagher Bassett within 24 hours.** If non-emergency medical treatment for an on-the-job injury is needed, it must be obtained from one of the Workers' Compensation carrier's designated physicians. If you choose to obtain treatment from a non-designated physician, you may be responsible for the cost of treatment.

Acceptance and Acknowledgements

By signing below you acknowledge and represent that you have carefully read this AAL, understand its terms, and are entering into this agreement voluntary. Additionally, by accepting this assignment, you agree to abide by, and shall be responsible for, the requirements and obligations set forth in this AAL. Your signature below also serves as acknowledgement that you have received and reviewed the wage notice form attached, where applicable, to this AAL.

Fastaff complies with all state and local laws in all jurisdictions in which its employees are on assignment, including laws requiring specific notices to be posted or distributed at the time of hire. These notices are available at <https://myportal.fastaff.com/mydashboard/forms-resources>. If you would prefer a hard copy of the notices applicable to your jurisdiction, please contact Human Resources and hard copies will be provided to you.

PLEASE NOTE: Your affirmative signature and/or acknowledgement of this AAL is not required for you to have accepted the terms of this AAL. If you begin or continue working for Fastaff without signing this AAL, this AAL will be effective, and you will have agreed to and accepted this AAL through your knowledge of it and your acceptance of and/or continued employment with Fastaff.

Sabrina Wright

Employee Printed Name

Employee Signature

Date Reviewed and
Agreed

Exhibit 2-2

Fastaff,LLC
5700 S. Quebec Street, Suite 300
Greenwood Village, CO 80111
303-692-8550

Pay Group: COS-Contract Staff
Pay Begin Date: 10/31/2021
Pay End Date: 11/06/2021

Business Unit: FASBU
Advice #: 000000010580883
Advice Date: 11/12/2021

Sabrina Elise Budden-Wright [REDACTED]		Employee ID: 00000324149 Department: 90000-Contract Staffing Location: Corporate Offices Job Title: Contract Staff Pay Rate:	TAX DATA: Tax Status: Married Allowances: N/A Percent: N/A Addl. Amount:	Federal N/A N/A N/A	TX State N/A 0
--	--	--	---	-------------------------------------	-----------------------------

HOURS AND EARNINGS						TAXES		
Description	Rate	Current Hours	Earnings	Hours	Earnings	Description	Current	YTD
Housing			672.00		4,704.00	Fed Withholding	498.41	5,349.48
OT1	127.500000	3.75	478.13	60.83	7,755.84	Fed MED/EE	56.24	558.16
Straight	85.000000	40.00	3,400.00	360.00	30,600.00	Fed OASDI/EE	240.44	2,386.60
OT2			0.00	1.08	137.70	OK Withholding	172.00	1,727.00
Travel Reimbursement			0.00		112.56			
TOTAL:		43.75	4,550.13	421.91	43,310.10	TOTAL:	967.09	10,021.24

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
TOTAL:	0.00	0.00	TOTAL:	0.00	0.00	*TAXABLE		

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current 4,550.13	3,878.13	967.09	0.00	3,583.04
YTD 43,310.10	38,493.54	10,021.24	0.00	33,288.86

YEAR-TO-DATE	PAID TIME OFF	SICK LEAVE
Start Balance	0.0	0.0
+ Earned	0.0	0.0
+ Bought	0.0	0.0
- Taken	0.0	0.0
- Sold	0.0	0.0
+ Adjustments	0.0	0.0
End Balance	0.0	0.0

NET PAY DISTRIBUTION			
	Account Type	Account Number	Deposit Amount
[REDACTED]	[REDACTED]	[REDACTED]	3,583.04
TOTAL:			3,583.04

MESSAGE:

Exhibit 2-3

Fastaff,LLC
 5700 S. Quebec Street, Suite 300
 Greenwood Village, CO 80111
 303-692-8550

Pay Group: COS-Contract Staff
 Pay Begin Date: 11/07/2021
 Pay End Date: 11/13/2021

Business Unit: FASBU
 Advice #: 000000010583791
 Advice Date: 11/19/2021

Sabrina Elise Budden-Wright [REDACTED]		Employee ID: 00000324149 Department: 90000-Contract Staffing Location: Corporate Offices Job Title: Contract Staff Pay Rate:	TAX DATA: Tax Status: Married Allowances: N/A Percent: N/A Addl. Amount:	Federal N/A N/A N/A	TX State N/A 0
--	--	--	---	-------------------------------------	-----------------------------

HOURS AND EARNINGS						TAXES		
Description	Rate	Current Hours	Current Earnings	YTD Hours	YTD Earnings	Description	Current	YTD
Housing			576.00		5,280.00	Fed Withholding	316.95	5,666.43
Straight	85.000000	36.00	3,060.00	396.00	33,660.00	Fed MED/EE	44.37	602.53
OT1			0.00	60.83	7,755.84	Fed OASDI/EE	189.72	2,576.32
OT2			0.00	1.08	137.70	OK Withholding	131.00	1,858.00
Travel Reimbursement			0.00		112.56			
TOTAL:		36.00	3,636.00	457.91	46,946.10	TOTAL:	682.04	10,703.28

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
TOTAL:	0.00	0.00	TOTAL:	0.00	0.00	*TAXABLE		

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current 3,636.00	3,060.00	682.04	0.00	2,953.96
YTD 46,946.10	41,553.54	10,703.28	0.00	36,242.82

YEAR-TO-DATE	PAID TIME OFF	SICK LEAVE
Start Balance	0.0	0.0
+ Earned	0.0	0.0
+ Bought	0.0	0.0
- Taken	0.0	0.0
- Sold	0.0	0.0
+ Adjustments	0.0	0.0
End Balance	0.0	0.0

NET PAY DISTRIBUTION			
	Account Type	Account Number	Deposit Amount
[REDACTED]	[REDACTED]	[REDACTED]	2,953.96
TOTAL:			2,953.96

MESSAGE:

Plaintiffs'

Exhibit 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

THERESA EGAN, BRIAN BARKER,
and SABRINA BUDDEN-WRIGHT,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

FASTAFF, LLC and U.S. NURSING
CORPORATION,

Defendants.

Case No. 1:22-cv-03364

**DECLARATION OF BRIAN
BARKER IN SUPPORT OF
PLAINTIFFS' MOTION FOR
CONDITIONAL CERTIFICATION
OF FLSA COLLECTIVE ACTION**

I, BRIAN BARKER, declare as follows:

1. I am an adult citizen of the State of Ohio. I submit this declaration in support of the Plaintiffs' Motion for Conditional Certification of FLSA Collective Action in the above-captioned lawsuit. I have personal knowledge of the facts stated herein and attest to their truth.

2. I am a surgical technician who accepted a travel assignment from Fastaff to work at a healthcare facility in Massachusetts.

3. For example, before March 21, 2022, Fastaff offered me a contract for a fixed-term assignment at St. Vincent Hospital in Worcester, Massachusetts. Fastaff offered me a base hourly wage of \$65 and a housing stipend of \$125 per day (or \$875 per week) for the length of my assignment from March 21, 2022 to June 18, 2022.¹ Ex. 1 at 1-2. The contract specified that "[t]o be eligible for the housing stipend for each day of the assignment, you must obtain a signature from a Facility supervisor confirming that you 1) worked that day, 2) you were available to work but not scheduled; or 3) that you are absent from work due to sickness or disability. *Id.* at 2. It further specified that "[y]ou are not eligible for a stipend on a day that you are absent for an entire

¹ In the original contract I signed with the company for the assignment at St. Vincent Hospital, my rate of pay was \$75 per hour. On the first day of my assignment, however, the company reduced my rate of pay to \$65 per hour. I had already started the assignment; I had no choice but to accept.

scheduled or requested shift for personal reasons,” defined as “reasons not caused by activity protected under the law or excused by Fastaff.” *Id.*

4. The contract specified that receipt of the stipend was “contingent upon you submitting to payroll your time sheet containing the signatures from a Facility supervisor.” *Id.* In fact, my housing stipend reflected reductions while I was at St. Vincent Hospital. For example, during the week of June 12, 2022, I only worked 23.86 total hours and received a stipend of only \$741.66, which reflects less than 6 days of stipends at a rate of \$125/day. Ex. 2. The following week, the week of June 19, 2022, I worked 47.54 hours and received a stipend of \$865.27, reflecting less than 7 days of stipends. Ex. 3. During this time, my housing costs remained constant from week to week.


5. The amount of the housing stipend was unilaterally determined by Fastaff. While indicating that the housing stipend was intended to “cover the reasonable housing expenses you are expected to incur during the length of your assignment,” Ex. 1 at 2, at no point – either prior to setting the stipend rates or once I had begun my assignment – did Fastaff ask me to demonstrate or document the housing expenses I incurred in connection with the assignment. By contrast, Fastaff offered “to pay for transportation to and from your tax home to the assignment location,” and indicated that that it would “reimburse mileage at the applicable IRS standard mileage reimbursement rate for driving from your tax home to the assignment location based on the distance calculated using Google Maps” and back. *Id.* at 3. Further, the contract specified that all “business expenses” other than housing “must be pre-approved” to be reimbursed by Fastaff. *Id.* at 2.

6. The contract offered me a guaranteed minimum of 48 hours per week. *Id.* at 3. As I accepted these terms, I regularly worked over 40 hours in a single workweek for multiple weeks over the course of my contract with Fastaff.

7. In calculating my overtime rate of pay, Fastaff did not include the value of my housing stipend in my regular rate of pay. For example, during the week of June 19, 2022, I worked 47.54 hours for Fastaff, thus entitling me to overtime pay. Fastaff compensated me for my overtime

hours at a rate of \$106.60, which is not sufficient to account for the value of my weekly Housing stipends. This is reflected in the attached Exhibit 3, a sample paystub for my work for Fastaff in Worcester, MA. But had my housing stipend been included as part of my regular rate of pay, I would have been owed a higher overtime rate.

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


Brian Keith Barker (Sep 15, 2023 16:55 EDT)

Brian Barker

Exhibit 3-1



Assignment Agreement Letter (AAL)

U.S. Nursing Corporation - Fastaff, LLC.
5700 South Quebec Street, Suite 300
Greenwood Village, CO 80111
800-736-8773

Name: Brian Barker
Employee ID: 149893

Date: 3/21/2022

Phone#: [REDACTED]

Welcome to U.S. Nursing Corporation - Fastaff, LLC ("Fastaff"), the leading provider of Rapid Response Travelers. You are a valued member of this team, and we appreciate your commitment to Fastaff and our client facility (the "Facility"). Our goal is to provide the highest level of patient care and we depend on travelers like you to achieve that goal. Thank you!

The following information summarizes the employment agreement between Brian Barker ("Employee" or "you") and Fastaff for this upcoming assignment to deliver temporary staffing. Please review and return this signed AAL as verification of your acceptance of this assignment, and the terms and requirements in this AAL, within 24 hours of receipt. This AAL is not a contract for guaranteed employment for any particular period of time. Rather, Fastaff is an at-will employer and your employment with Fastaff is "at will," as discussed and defined in Fastaff's Travel Handbook. **It is your responsibility to stay up-to-date on and comply with the Handbook's terms, conditions, notices, and changes, including, but not limited to, updates in state-specific addenda found at <https://myportal.fastaff.com/mydashboard/forms-resources>. If there is any discrepancy or ambiguity between the terms and conditions set forth in the Handbook and the terms and conditions set forth in this AAL, the terms in this AAL shall control.** Please call (800) 726-8773 if you have questions.

Facility: USN Crisis St Vincent Hospital MA

Address: 123 Summer Street, Worcester, MA 01608 United States of America

Assignment Start Date: 03/21/2022

End Date: 06/18/2022

Specialty: SURGICAL TECH

Shift: DAY

Recruiter: Rachel

Requested Time Off / Schedule Details:

May 14-21

Pay* and Benefits Information

Base Rate \$65 per hour

On Call Rate: \$14.25 per hour

Call Back Rate: \$97.1 per hour

- You are eligible for pay at the Call Back Rate if you are on call at a location away from the Facility premise and are requested to return to the Facility during your on-call shift. The hours worked at the Facility under these circumstances will be paid at the Call Back Rate listed above and will count towards your Guaranteed Hours. If you are asked to work past your regular scheduled shift but do not leave the Facility, these hours worked are considered regular hours worked and you will be paid at your Base Rate and not at the Call Back Rate. For each call back instance, you will receive at least two (2) hours of compensation at your Call Back Rate, or compensation at the Call Back Rate for the actual hours worked, whichever is greater.
- You are a nonexempt employee and will receive overtime pay for any hours worked over 40 hours in a week or in accordance with applicable law. Your overtime rate of pay will be at least 1.5 times your regular rate of pay.
- You will be paid weekly, every Friday. You will receive your first paycheck on the Friday of the week following your assignment start date. Final pay will be issued in accordance with applicable law.
- To work this assignment, your home residence must be more than 200 miles from the facility code.

Benefits

You will be employed by Fastaff starting on day one of your assignment. You are eligible for company-provided medical, dental and vision insurance as well as voluntary life and disability insurance ("Benefits Plans") on the first day of the month following the start date of your assignment. In addition, you are eligible to participate in the Fastaff 401(K) benefits the first day of the month following your hire date. After one year from hire date you are eligible for 401(k) employer-matching contributions. Participation in the Benefits Plans is voluntary and completion of the Benefits Election/Waive form is required prior to each assignment start date. Detailed benefits information is available on the Fastaff portal.

If you elect to participate in the Benefits Plans, your portion of the premiums for medical, dental, and vision premiums will be deducted pre-tax through payroll deductions. At the end of your employment assignment or extension thereof you will receive notice of your right to continue your benefits through COBRA. Any questions regarding these benefits can be directed to Benefits@Fastaff.com.

Paid Sick and Safe Leave: Fastaff complies with all applicable state and local laws in all jurisdictions in which its employees are on assignment. For information regarding paid sick leave to the extent it is available in the jurisdiction in which you are on assignment, please refer to <https://myportal.fastaff.com/mydashboard/forms-resources>. If you would prefer a hard copy of these requirements, please contact humanresources@Fastaff.com.

Housing

Fastaff offers Travelers company-provided housing or a housing stipend to those eligible to cover the reasonable housing expenses you are expected to incur during the length of your assignment. This housing stipend amount takes into account the location of assignment, and the assignment's start date and end date.

- If you accept company-provided housing, the housing will be available one day prior to the start of your assignment and the benefit continues through your last day working on the assignment. By accepting company-provided housing on an assignment, you agree to check-out of the housing the day after you last work on the assignment. If you do not check out of the housing on this date, you agree and understand that you will assume responsibility for all the housing expenses that you incur in staying beyond the date you last worked on the assignment.
- If you accept company-provided housing and become unable to work any shifts for more than seven consecutive days and wish to remain in the company-provided housing, we will notify the property and you will be responsible for housing costs until you are available to return to work.
- If you voluntarily elect to obtain your own housing during the assignment, your housing stipend will be \$125.00 per day for the length of your assignment.
- If you accept the stipend, the stipend will begin one day prior to the start of your assignment and the benefit continues through your last day working on the assignment. To be eligible for the housing stipend for each day of the assignment, you must obtain a signature from a Facility supervisor confirming that you 1) worked that day, 2) you were available to work but not scheduled, or 3) that you are absent from work due to sickness or disability. You are not eligible for a stipend on a day that you are absent for an entire scheduled or requested shift for personal reasons. Personal reasons are reasons not caused by activity protected under the law or excused by Fastaff. You will cease to be eligible for a housing stipend if you are unable to work any shifts for more than seven consecutive days.
- The stipend will be issued weekly contingent upon you submitting to payroll your time sheet containing the required signatures from a Facility supervisor.

By signing this Agreement, you also understand and agree that you are solely responsible for the cost of any incidentals and other non-authorized housing or other expenses that you incur for your own benefit during the course of this employment assignment. You must use a personal form of payment, e.g., credit card, to cover any such expenses. All business expenses must be pre-approved, and all approved business expenses will be reimbursed by Fastaff.



Travel

Fastaff offers to pay for transportation to and from your tax home to the assignment location, unless you elect to terminate your assignment early, in which case you will be required to pay for your transportation home. If you elect to drive to your assignment, Fastaff will reimburse mileage at the applicable IRS standard mileage reimbursement rate for driving from your tax home to the assignment location based on the distance calculated using Google Maps and then from the assignment location back to your tax home, with a maximum of 550 miles each way. You agree to assume responsibility and expense for your daily commute to and from the worksite Facility while on this assignment and agree to follow all Fastaff rules regarding travel as outlined in the Travel Handbook.

Guaranteed Hours

Fastaff's work week for this employment assignment is Sunday at 7:00 a.m. through the following Sunday at 6:59 a.m. During your assignment you will be scheduled to work 48 hours per week, i.e. your Guaranteed Hours, and will be paid for all hours that you work. If during a week in which you are scheduled to work 48 hours your hours worked do not equal 48, then you may be eligible to be paid the difference in hours, at your hourly base rate, to the extent you are available to work all of the hours the facility scheduled or requested you to work that week. ("Guaranteed Hours Pay"). You are not eligible for Guaranteed Hours Pay in any week where you request time off, and will be paid actual hours worked that week.

You will be considered to have been available to work if the Facility sends you home early during a shift or cancels your shift due to staffing needs or low patient census. You will not be considered available to work all of the hours the facility scheduled or requested you work if any of the following occur during the work week:

- You start a shift late, leave early or volunteer to leave work early during a shift that week.
- You refuse to float or accept appropriate patient assignments based on skills or age-specific competencies.
- You make yourself unavailable to work at any point during the workweek, including for illness, personal reasons and requested time off.
- The Facility deems you ineligible to work for any reason other than for low patient census.
- You are permanently released by the Facility or Fastaff terminates your assignment prior to you working all your scheduled shifts that week.

You are responsible for obtaining confirmation from a facility supervisor each week during your assignment that you were available to work all shifts the Facility scheduled you to work and/or requested that you work. You are ineligible for Guaranteed Hours Pay without this confirmation.

If your assignment ends early for any reason, your eligibility for Guaranteed Hour Pay ceases on that date.

If your time sheet for the week is not received by Fastaff by 12 p.m. Mountain Time on Monday or you do not otherwise comply with Fastaff's Time Sheet Policy (described below), you will not be eligible for Guaranteed Hours Pay for that week.

Notwithstanding the above, Guaranteed Hours Pay does not apply during the first and/or last week of the assignment. You will be paid for all hours that you actually work those weeks.

Assignment Float Requirements

All Fastaff travelers are expected to float as needed and accept any patient assignment within your scope of practice, including age-specific competencies. Fastaff travelers are expected to accept schedule changes if needed by the Facility.

Time Sheet Policy

- You are solely responsible for the accurate documentation of each weekly time sheet. Daily entries should include all hours worked, lunch period(s), on call and/or call back time, as well as sick time, requested days off, and/or scheduled shifts cancelled by the facility due to low census or other staffing reasons. Every day should have an entry on the time sheet and requires a Facility supervisor's signature as confirmation. Failure to obtain the required signature may delay timely payment.
- You must attest that all entries on your time sheet are accurate and true prior to submission to Payroll. In accordance with this AAL and the Travel Handbook, inaccurate or false entries will not be tolerated and will result in disciplinary action.
- Time sheets are **due each Monday by 12 p.m. Mountain Time**. To ensure prompt and timely pay, it is your responsibility to email/submit your time sheet accordingly to payroll@fastaff.com. **If signatures are not available by the Monday 12 noon (mst) deadline, please submit your timesheet and send a revised copy when signatures are received.** The only exception to the deadline of Monday at 12 p.m., is the final week of assignment. **Your final completed, approved and signed time sheet for the assignment is due 24 hrs after your final shift.**
- You are required to take a duty-free meal break of at least 30 minutes for each shift lasting over five (5) hours. You also agree to adhere to any additional Facility and/or state meal and rest break policies (if applicable). If a Facility *requires* you to perform any work during a meal break, you must record this as time worked and you agree to obtain a Facility supervisor's signature for that missed or interrupted meal break. The in / out times for your meal break must be accurately recorded daily on your time sheet.
- The Facility may require you to use its time keeping system in addition to the Fastaff time sheet. If you do not comply with the Facility's time keeping system, you may be subject to disciplinary action and you will be ineligible for any Guaranteed Hours Pay that week. You will be paid for hours recorded on your Fastaff time sheet, but discrepancies found between the Fastaff time sheet and the Facility time keeping records could lead to corrections in pay. If you believe any corrections are necessary, please notify Payroll immediately so that the issue may be investigated.
- No work may be performed "off the clock" and it is not appropriate for anyone to ask or suggest that it is acceptable for you to fail to record all work time.
- Facility supervisor approval is required for any extended shift times. This includes clocking in prior to your shift start or working beyond your regularly scheduled end time. Failure to attain such approval or inaccurate time entries may result in disciplinary action and will make you ineligible for Guaranteed Hours Pay that week.

Assignment Expectations

You are expected to follow Facility-specific guidelines while working at a Facility site and conduct yourself in a professional manner.

You agree to maintain a current, complete file for the duration of your assignment. All compliance documentation including medical, certifications, licensure or any other document required by Fastaff or the Facility, must be updated/renewed and provided to Fastaff prior to its expiration date. Failure to do so may result in temporary removal from the schedule and/or the termination of your assignment.

Workplace Injuries or Emergencies

In case of emergency Fastaff should contact _____ at _____ on my behalf.

- If you have an emergency while on an assignment, please contact your recruiter ASAP. After hours or on weekends, you can reach our emergency on call service by calling 800-736-8773.



- If you are injured on the job, you must report the injury to your on-site supervisor and your Fastaff Recruiter or Clinical Services Manager, and Fastaff's Workers' Compensation carrier, Gallagher Bassett, at (888) 876-7764. **Work-related injuries must be reported to Gallagher Bassett within 24 hours.** If non-emergency medical treatment for an on-the-job injury is needed, it must be obtained from one of the Workers' Compensation carrier's designated physicians. If you choose to obtain treatment from a non-designated physician, you may be responsible for the cost of treatment.

Acceptance and Acknowledgements

By signing below you acknowledge and represent that you have carefully read this AAL, understand its terms, and are entering into this agreement voluntary. Additionally, by accepting this assignment, you agree to abide by, and shall be responsible for, the requirements and obligations set forth in this AAL. Your signature below also serves as acknowledgement that you have received and reviewed the wage notice form attached, where applicable, to this AAL.

Fastaff complies with all state and local laws in all jurisdictions in which its employees are on assignment, including laws requiring specific notices to be posted or distributed at the time of hire. These notices are available at <https://myportal.fastaff.com/mydashboard/forms-resources>. If you would prefer a hard copy of the notices applicable to your jurisdiction, please contact Human Resources and hard copies will be provided to you.

PLEASE NOTE: Your affirmative signature and/or acknowledgement of this AAL is not required for you to have accepted the terms of this AAL. If you begin or continue working for Fastaff without signing this AAL, this AAL will be effective, and you will have agreed to and accepted this AAL through your knowledge of it and your acceptance of and/or continued employment with Fastaff.

Brian Barker

Employee Printed Name

Employee Signature

Date Reviewed and
Agreed

Exhibit 3-2

US Nursing Corporation
5700 S. Quebec Street, Suite 300
Greenwood Village, CO 80111
303-692-8550

Pay Group: COS-Contract Staff
Pay Begin Date: 06/12/2022
Pay End Date: 06/18/2022

Business Unit: FASBU
Advice #: **000000010659417**
Advice Date: 06/24/2022

Brian Barker [REDACTED]		Employee ID: 00000149893 Department: 90000-Contract Staffing Location: Corporate Offices Job Title: Contract Staff Pay Rate:	TAX DATA: Tax Status: Single Allowances: N/A Percent: N/A Addl. Amount:	Federal N/A N/A N/A	OH State N/A 0
-----------------------------------	--	--	--	-------------------------------------	-----------------------------

HOURS AND EARNINGS						TAXES		
Description	Rate	Current Hours	Earnings	Hours	Earnings	Description	Current	YTD
FTH			741.66		10,630.46	Fed Withholdng	521.72	11,738.42
Sick	65.000000		780.00		780.00	Fed MED/EE	42.30	779.79
Straight	65.000000	23.86	1,550.90	463.86	30,950.90	Fed OASDI/EE	180.84	3,334.26
OT1			0.00	86.06	9,367.05	MA FLI/EE	3.69	66.78
OT2			0.00	34.32	3,918.79	MA Withholdng	139.69	2,596.54
Strike Travel			0.00		180.00	MA MLI/EE	6.88	124.65
						OH SHFLD LAKE Withholdng	58.34	1,068.16
TOTAL:		23.86	2,330.90	584.24	45,196.74	TOTAL:	953.46	19,708.60

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
Health Insurance Premium	147.50	1,770.00	Paycard Load	0.00	180.00	Health Insurance Premium	5.20	62.40
Dental Insurance Premium	6.80	81.60						
Vision Plan	1.43	17.16						
TOTAL:	155.73	1,868.76	TOTAL:	0.00	180.00	*TAXABLE		

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current 2,330.90	2,916.83	953.46	155.73	1,221.71
YTD 45,196.74	53,778.44	19,708.60	2,048.76	23,439.38

YEAR-TO-DATE	PAID TIME OFF	SICK LEAVE
Start Balance	0.0	25.5
+ Earned	0.0	15.3
+ Bought	0.0	0.0
- Taken	0.0	12.0
- Sold	0.0	0.0
+ Adjustments	0.0	0.0
End Balance	0.0	28.0

NET PAY DISTRIBUTION			
	Account Type	Account Number	Deposit Amount
[REDACTED]	[REDACTED]	[REDACTED]	1,221.71
TOTAL:			1,221.71

MESSAGE:

Exhibit 3-3

US Nursing Corporation
5700 S. Quebec Street, Suite 300
Greenwood Village, CO 80111
303-692-8550

Pay Group: COS-Contract Staff
Pay Begin Date: 06/19/2022
Pay End Date: 06/25/2022

Business Unit: FASBU
Advice #: 000000010661176
Advice Date: 07/01/2022

Brian Barker [REDACTED]	Employee ID:	00000149893	TAX DATA:	Federal	OH State
	Department:	90000-Contract Staffing	Tax Status:	Single	N/A
	Location:	Corporate Offices	Allowances:	N/A	0
	Job Title:	Contract Staff	Percent:	N/A	
	Pay Rate:		Addl. Amount:		

HOURS AND EARNINGS						TAXES		
<u>Description</u>	<u>Rate</u>	<u>Current Hours</u>	<u>Earnings</u>	<u>Hours</u>	<u>Earnings</u>	<u>Description</u>	<u>Current</u>	<u>YTD</u>
FTH			865.27		11,495.73	Fed Withholdng	856.40	12,594.82
OT1_FLSA	106.600796	7.54	803.77	93.60	10,170.82	Fed MED/EE	59.64	839.43
Straight	65.000000	40.00	2,600.00	503.86	33,550.90	Fed OASDI/EE	255.03	3,589.29
OT2			0.00	34.32	3,918.79	MA FLI/EE	5.12	71.90
Sick Leave Time			0.00		780.00	MA Withholdng	199.51	2,796.05
Strike Travel			0.00		180.00	MA MLI/EE	9.56	134.21
						OH SHFLD LAKE Withholdng	82.27	1,150.43
TOTAL:		47.54	3,403.77	631.78	48,600.51	TOTAL:	1,467.53	21,176.13

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
<u>Description</u>	<u>Current</u>	<u>YTD</u>	<u>Description</u>	<u>Current</u>	<u>YTD</u>	<u>Description</u>	<u>Current</u>	<u>YTD</u>
Health Insurance Premium	147.50	1,917.50	Paycard Load	0.00	180.00	Health Insurance Premium	5.20	67.60
Dental Insurance Premium	6.80	88.40						
Vision Plan	1.43	18.59						
TOTAL:	155.73	2,024.49	TOTAL:	0.00	180.00	*TAXABLE		

	TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current	3,403.77	4,113.31	1,467.53	155.73	1,780.51
YTD	48,600.51	57,891.75	21,176.13	2,204.49	25,219.89

YEAR-TO-DATE	PAID TIME OFF	SICK LEAVE
Start Balance	0.0	25.5
+ Earned	0.0	15.3
+ Bought	0.0	0.0
- Taken	0.0	12.0
- Sold	0.0	0.0
+ Adjustments	0.0	0.0
End Balance	0.0	28.0

NET PAY DISTRIBUTION			
	<u>Account Type</u>	<u>Account Number</u>	<u>Deposit Amount</u>
[REDACTED]	[REDACTED]	[REDACTED]	1,780.51
TOTAL:			1,780.51

MESSAGE:

Plaintiffs'

Exhibit 4

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

THERESA EGAN, BRIAN BARKER,
and SABRINA BUDDEN-WRIGHT,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

FASTAFF, LLC and U.S. NURSING
CORPORATION,

Defendants.

Case No. 1:22-cv-03364

**DECLARATION OF JENNIFER
MASLOWSKY IN SUPPORT OF
PLAINTIFFS' MOTION FOR
CONDITIONAL CERTIFICATION
OF FLSA COLLECTIVE ACTION**

I, JENNIFER MASLOWSKY, declare as follows:

1. I am an adult citizen of the State of Michigan. I submit this declaration in support of the Plaintiffs' Motion for Conditional Certification of FLSA Collective Action in the above-captioned lawsuit. I have personal knowledge of the facts stated herein and attest to their truth.

2. I am a registered nurse who accepted a travel assignment from Fastaff to work at a healthcare facility in Manistique, Michigan, which was at least a five-hour drive from my permanent residence in Leonard, Michigan.

3. On June 25, 2022, Fastaff offered me a contract for a fixed-term assignment at Schoolcraft Memorial Hospital in Manistique, Michigan. Fastaff offered me a base hourly wage of \$56 and a housing stipend of \$96 per day (or \$672 per week) for the length of my assignment. Ex. 1, at 1-2. The contract specified that "[t]o be eligible for the housing stipend for each day of the assignment, you must obtain a signature from a Facility supervisor confirming that you 1) worked that day, 2) you were available to work but not scheduled, or 3) that you are absent from work due to sickness or disability." *Id.* at 2. It further specified that "[y]ou are not eligible for a stipend on a day that you are absent for an entire scheduled or requested shift for personal reasons.

Personal reasons are reasons not caused by activity protected under the law or excused by Fastaff.”
Id.

4. The contract indicated that the “stipend will be issued weekly contingent upon you submitting to payroll your time sheet containing the required signatures from a Facility supervisor.” *Id.* at 2. In fact, my housing stipend reflected reductions for shifts not worked over the course of my assignment. For example, during the week of July 24, 2022, I worked 24 hours and received a stipend of only \$480, which reflects 5 days of stipend pay at a rate of \$96/day. Ex. 2. The following week, the week of July 31, 2022, I worked 48 hours and received stipend pay of \$672, which reflects 7 days of stipend pay. Ex. 3. During this time, my housing costs remained constant from week to week.


5. The amount of the housing stipend was unilaterally determined by Fastaff. Despite intending the housing stipend to “cover the reasonable housing expenses you are expected to incur during the length of your assignment,” Ex. 1, at 2, at no point – either prior to setting the stipend rates or once I had begun my assignment – did Fastaff ask me to demonstrate or document the housing expenses I incurred in connection with the assignment. By contrast, Fastaff offered “to pay for transportation to and from your tax home to the assignment location,” and indicated that it would “reimburse *mileage* at the applicable IRS standard mileage reimbursement rate for driving from your tax home to the assignment location based on the distance calculated using Google maps” and then from the assignment back home. *Id.* at 3. Further, the contract specified that all “business expenses” other than housing “must be pre-approved” to be reimbursed by Fastaff. *Id.* at 2.

6. The contract offered me a guaranteed minimum of 48 hours per week. *Id.* at 3. As I accepted these terms, I regularly worked over 40 hours in a single workweek for multiple weeks over the course of my contract with Fastaff.

7. In calculating my overtime rate of pay, Fastaff did not include my housing stipend in my regular rate of pay. For example, during the week of July 31, 2022, I worked 48 hours for Fastaff, thus entitling me to overtime pay. Fastaff compensated me for my overtime hours at a rate

of \$84, which is 1.5 times my hourly base rate of pay of \$56 and excludes the value of my housing stipend. This is reflected in the attached Exhibit 3, a sample paystub for my work for Fastaff in Manistique, Michigan. But had my housing stipend been included as part of my regular rate of pay, I would have been owed a higher overtime rate.

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


Jennifer Maslowsky (Sep 13, 2023 16:43 EDT)

Jennifer Maslowsky

Exhibit 4-1



Assignment Agreement Letter (AAL)

Universal Travel

U.S. Nursing Corporation - Fastaff, LLC.
5700 South Quebec Street, Suite 300
Greenwood Village, CO 80111
800-736-8773

Name: Jennifer Maslowsky
Employee ID: 439302

Date: 6/25/2022
Phone#: [REDACTED]

Welcome to Fastaff, LLC ("Fastaff"), the leading provider of Rapid Response Travelers. You are a valued member of this team, and we appreciate your commitment to Fastaff and our client facility (the "Facility"). Our goal is to provide the highest level of patient care and we depend on travelers like you to achieve that goal. Thank you!

The following information summarizes the employment agreement between Jennifer Maslowsky ("Employee" or "you") and Fastaff for this upcoming assignment to deliver temporary staffing. Please review and return this signed AAL as verification of your acceptance of this assignment, and the terms and requirements in this AAL, within 24 hours of receipt. This AAL is not a contract for guaranteed employment for any particular period of time. Rather, Fastaff is an at-will employer and your employment with Fastaff is "at will," as discussed and defined in Fastaff's Travel Handbook. **It is your responsibility to stay up-to-date on and comply with the Handbook's terms, conditions, notices, and changes, including, but not limited to, updates in state-specific addenda found at <https://myportal.fastaff.com/mydashboard/forms-resources>. If there is any discrepancy or ambiguity between the terms and conditions set forth in the Handbook and the terms and conditions set forth in this AAL, the terms in this AAL shall control.** Please contact your Recruiter with any questions.

Facility: Schoolcraft Memorial Hospital

Address: 7870W US Hwy 2, Manistique, MI 49854 United States of America

Assignment Start Date: 7/5/2022

End Date: 8/27/2022

Specialty: M/S NIGHTS

Shift: Night

Recruiter: Sylvia Davis

Requested Time Off / Schedule Details: 7/20-7/26, 8/19-8/21

Pay* and Benefits Information

Base Rate	: \$56.00 per hour	On Call Rate:	\$9.87 per hour	Call Back Rate:	\$84.00 per hour
------------------	--------------------	----------------------	-----------------	------------------------	------------------

- You are eligible for pay at the Call Back Rate if you are on call at a location away from the Facility premise and are requested to return to the Facility during your on call shift. The hours worked at the Facility under these circumstances will be paid at the Call Back Rate listed above and will count towards your Guaranteed Hours. If you are asked to work past your regular scheduled shift but do not leave the Facility, these hours worked are considered regular hours worked and you will be paid at your Base Rate and not at the Call Back Rate. For each call back instance, you will receive at least two (2) hours of compensation at your Call Back Rate, or compensation at the Call Back Rate for the actual hours worked, whichever is greater.
- You are a nonexempt employee and will receive overtime pay for any hours worked over 40 hours in a week or in accordance with applicable law. Your overtime rate of pay will be at least 1.5 times your regular rate of pay.
- You will be paid weekly, every Friday. You will receive your first paycheck on the Friday of the week following your assignment start date. Final pay will be issued in accordance with applicable law.



Benefits

You will be employed by Fastaff starting on day one of your assignment. You are eligible for company-provided medical, dental and vision insurance as well as voluntary life and disability insurance ("Benefits Plans") on the first day of the month following the start date of your assignment. In addition, you are eligible to participate in the Fastaff 401(K) benefits the first day of the month following your hire date. After one year from hire date you are eligible for 401(k) employer-matching contributions. Participation in the Benefits Plans is voluntary and completion of the Benefits Election/Waive form is required prior to each assignment start date. Detailed benefits information is available on the Fastaff portal.

If you elect to participate in the Benefits Plans, your portion of the premiums for medical, dental, and vision premiums will be deducted pre-tax through payroll deductions. At the end of your employment assignment or extension thereof you will receive notice of your right to continue your benefits through COBRA. Any questions regarding these benefits can be directed to Benefits@Fastaff.com.

Paid Sick and Safe Leave: Fastaff complies with all applicable state and local laws in all jurisdictions in which its employees are on assignment. For information regarding paid sick leave to the extent it is available in the jurisdiction in which you are on assignment, please refer to <https://myportal.fastaff.com/mydashboard/forms-resources>. If you would prefer a hard copy of these requirements, please contact humanresources@Fastaff.com.

Housing

Fastaff offers Travelers company-provided housing or a housing stipend to those eligible to cover the reasonable housing expenses you are expected to incur during the length of your assignment. This housing stipend amount takes into account the location of assignment, and the assignment's start date and end date.

- If you accept company-provided housing, the housing will be available one day prior to the start of your assignment and the benefit continues through your last day working on the assignment. By accepting company-provided housing on an assignment, you agree to check-out of the housing the day after you last work on the assignment. If you do not check out of the housing on this date, you agree and understand that you will assume responsibility for all the housing expenses that you incur in staying beyond the date you last worked on the assignment.
- If you accept company-provided housing and become unable to work any shifts for more than seven consecutive days, and wish to remain in the company-provided housing, we will notify the property and you will be responsible for housing costs until you are available to return to work.
- If you voluntarily elect to obtain your own housing during the assignment, your housing stipend will be \$96.00 per day for the length of your assignment.
- If you accept the stipend, the stipend will begin one day prior to the start of your assignment and the benefit continues through your last day working on the assignment. To be eligible for the housing stipend for each day of the assignment, you must obtain a signature from a Facility supervisor confirming that you 1) worked that day, 2) you were available to work but not scheduled, or 3) that you are absent from work due to sickness or disability. You are not eligible for a stipend on a day that you are absent for an entire scheduled or requested shift for personal reasons. Personal reasons are reasons not caused by activity protected under the law or excused by Fastaff. You will cease to be eligible for a housing stipend if you are unable to work any shifts for more than seven consecutive days.
- The stipend will be issued weekly contingent upon you submitting to payroll your time sheet containing the required signatures from a Facility supervisor.

By signing this Agreement you also understand and agree that you are solely responsible for the cost of any incidentals and other non-authorized housing or other expenses that you incur for your own benefit during the course of this employment assignment. You must use a personal form of payment, e.g., credit card, to cover any such expenses. All business expenses must be pre-approved, and all approved business expenses will be reimbursed by Fastaff.



Travel

Fastaff offers to pay for transportation to and from your tax home to the assignment location, unless you elect to terminate your assignment early, in which case you will be required to pay for your transportation home. If you elect to drive to your assignment, Fastaff will reimburse mileage at the applicable IRS standard mileage reimbursement rate for driving from your tax home to the assignment location based on the distance calculated using Google Maps and then from the assignment location back to your tax home, with a maximum of 550 miles each way. You agree to assume responsibility and expense for your daily commute to and from the worksite Facility while on this assignment and agree to follow all Fastaff rules regarding travel as outlined in the Travel Handbook.

Guaranteed Hours

Fastaff's work week for this employment assignment is Sunday at 7:00 a.m. through the following Sunday at 6:59 a.m. During your assignment you will be scheduled to work 48 hours per week, i.e. your Guaranteed Hours, and will be paid for all hours that you work. If during a week in which you are scheduled to work 48 hours your hours worked do not equal 48, then you may be eligible to be paid the difference in hours, at your hourly base rate, to the extent you are available to work all of the hours the facility scheduled or requested you to work that week. ("Guaranteed Hours Pay"). You are not eligible for Guaranteed Hours Pay in any week where you request time off, and will be paid actual hours worked that week.

You will be considered to have been available to work if the Facility sends you home early during a shift or cancels your shift due to staffing needs or low patient census. You will not be considered available to work all of the hours the facility scheduled or requested you work if any of the following occur during the work week:

- You start a shift late, leave early or volunteer to leave work early during a shift that week.
- You refuse to float or accept appropriate patient assignments based on skills or age-specific competencies.
- You make yourself unavailable to work at any point during the workweek, including for illness, personal reasons and requested time off.
- The Facility deems you ineligible to work for any reason other than for low patient census.
- You are permanently released by the Facility or Fastaff terminates your assignment prior to you working all your scheduled shifts that week.

You are responsible for obtaining confirmation from a facility supervisor each week during your assignment that you were available to work all shifts the Facility scheduled you to work and/or requested that you work. You are ineligible for Guaranteed Hours Pay without this confirmation.

If your assignment ends early for any reason, your eligibility for Guaranteed Hour Pay ceases on that date.

If your time sheet for the week is not received by Fastaff by 12 p.m. Mountain Time on Monday or you do not otherwise comply with Fastaff's Time Sheet Policy (described below), you will not be eligible for Guaranteed Hours Pay for that week.

Notwithstanding the above, Guaranteed Hours Pay does not apply during the first and/or last week of the assignment. You will be paid for all hours that you actually work those weeks.

Assignment Float Requirements



All Fastaff travelers are expected to float as needed and accept any patient assignment within your scope of practice, including age-specific competencies. Fastaff travelers are expected to accept schedule changes if needed by the Facility.

Time Sheet Policy

- You are solely responsible for the accurate documentation of each weekly time sheet. Daily entries should include all hours worked, lunch period(s), on call and/or call back time, as well as sick time, requested days off, and/or scheduled shifts cancelled by the facility due to low census or other staffing reasons. Every day should have an entry on the time sheet and requires a Facility supervisor's signature as confirmation. Failure to obtain the required signature may delay timely payment.
- You must attest that all entries on your time sheet are accurate and true prior to submission to Payroll. In accordance with this AAL and the Travel Handbook, inaccurate or false entries will not be tolerated and will result in disciplinary action.
- Time sheets are **due each Monday by 12 p.m. Mountain Time**. To ensure prompt and timely pay, it is your responsibility to email/submit your time sheet accordingly to payroll@fastaff.com. **If signatures are not available by the Monday 12 noon (mst) deadline, please submit your timesheet and send a revised copy when signatures are received.** The only exception to the deadline of Monday at 12 p.m., is the final week of assignment. **Your final completed, approved and signed time sheet for the assignment is due 24 hrs after your final shift.**
- You are required to take a duty-free meal break of at least 30 minutes for each shift lasting over five (5) hours. You also agree to adhere to any additional Facility and/or state meal and rest break policies (if applicable). If a Facility *requires* you to perform any work during a meal break, you must record this as time worked and you agree to obtain a Facility supervisor's signature for that missed or interrupted meal break. The in / out times for your meal break must be accurately recorded daily on your time sheet.
- The Facility may require you to use its time keeping system in addition to the Fastaff time sheet. If you do not comply with the Facility's time keeping system, you may be subject to disciplinary action and you will be ineligible for any Guaranteed Hours Pay that week. You will be paid for hours recorded on your Fastaff time sheet, but discrepancies found between the Fastaff time sheet and the Facility time keeping records could lead to corrections in pay. If you believe any corrections are necessary, please notify Payroll immediately so that the issue may be investigated.
- No work may be performed "off the clock" and it is not appropriate for anyone to ask or suggest that it is acceptable for you to fail to record all work time.
- Facility supervisor approval is required for any extended shift times. This includes clocking in prior to your shift start or working beyond your regularly scheduled end time. Failure to attain such approval or inaccurate time entries may result in disciplinary action and will make you ineligible for Guaranteed Hours Pay that week.

Assignment Expectations

You are expected to follow Facility-specific guidelines while working at a Facility site and conduct yourself in a professional manner.

You agree to maintain a current, complete file for the duration of your assignment. All compliance documentation including medical, certifications, licensure or any other document required by Fastaff or the Facility, must be updated/renewed and provided to Fastaff prior to its expiration date. Failure to do so may result in temporary removal from the schedule and/or the termination of your assignment.

Workplace Injuries or Emergencies

In case of emergency Fastaff should contact John Maslowsky at [REDACTED] on my behalf.

- If you have an emergency while on an assignment, please contact your recruiter ASAP. After hours or on weekends, you can reach our emergency on call service by calling 800-736-8773.
- If you are injured on the job, you must report the injury to your on-site supervisor and your Fastaff Recruiter or Clinical Services Manager, and Fastaff's Workers' Compensation carrier, Gallagher Bassett, at (888) 876-7764.



Work-related injuries must be reported to Gallagher Bassett within 24 hours. If non-emergency medical treatment for an on-the-job injury is needed, it must be obtained from one of the Workers' Compensation carrier's designated physicians. If you choose to obtain treatment from a non-designated physician, you may be responsible for the cost of treatment.

Acceptance and Acknowledgements

By signing below you acknowledge and represent that you have carefully read this AAL, understand its terms, and are entering into this agreement voluntary. Additionally, by accepting this assignment, you agree to abide by, and shall be responsible for, the requirements and obligations set forth in this AAL. Your signature below also serves as acknowledgement that you have received and reviewed the wage notice form attached, where applicable, to this AAL.

Fastaff complies with all state and local laws in all jurisdictions in which its employees are on assignment, including laws requiring specific notices to be posted or distributed at the time of hire. These notices are available at <https://myportal.fastaff.com/mydashboard/forms-resources> . If you would prefer a hard copy of the notices applicable to your jurisdiction, please contact Human Resources and hard copies will be provided to you.

PLEASE NOTE: Your affirmative signature and/or acknowledgement of this AAL is not required for you to have accepted the terms of this AAL. If you begin or continue working for Fastaff without signing this AAL, this AAL will be effective, and you will have agreed to and accepted this AAL through your knowledge of it and your acceptance of and/or continued employment with Fastaff.

Jennifer Maslowsky

Employee Printed Name

Employee Signature

06/25/2022

Date Reviewed and
Agreed

Exhibit 4-2

US Nursing Corporation
5700 S. Quebec Street, Suite 300
Greenwood Village, CO 80111
303-692-8550

Pay Group: COS-Contract Staff
Pay Begin Date: 07/24/2022
Pay End Date: 07/30/2022

Business Unit: FASBU
Advice #: **000000010670194**
Advice Date: 08/05/2022

Jennifer Lynne Maslowsky [REDACTED]		Employee ID: 00000439302 Department: 90000-Contract Staffing Location: Corporate Offices Job Title: Contract Staff Pay Rate:	TAX DATA:	Federal	MI State
			Tax Status:	Single	N/A
			Allowances:	N/A	0
			Percent:	N/A	
			Addl. Amount:		

HOURS AND EARNINGS						TAXES		
Description	Rate	Current Hours	Earnings	Hours	Earnings	Description	Current	YTD
Housing			480.00		4,320.00	Fed Withholding	156.60	8,028.25
Straight	56.000000	24.00	1,344.00	260.00	22,480.00	Fed MED/EE	19.49	476.36
Nurse Licenses			0.00		100.00	Fed OASDI/EE	83.33	2,036.86
OT1			0.00	40.00	5,736.00	MI Withholding	57.12	1,396.24
OT2			0.00	27.50	4,636.50	MI IONIA Withholding	0.00	116.67
Travel Reimbursement			0.00		298.68			
TOTAL:		24.00	1,824.00	327.50	37,571.18	TOTAL:	316.54	12,054.38

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
TOTAL:	0.00	0.00	TOTAL:	0.00	0.00	*TAXABLE		

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current 1,824.00	1,344.00	316.54	0.00	1,507.46
YTD 37,571.18	32,852.50	12,054.38	0.00	25,516.80

YEAR-TO-DATE	PAID TIME OFF	SICK LEAVE
Start Balance	0.0	0.0
+ Earned	0.0	0.0
+ Bought	0.0	0.0
- Taken	0.0	0.0
- Sold	0.0	0.0
+ Adjustments	0.0	0.0
End Balance	0.0	0.0

NET PAY DISTRIBUTION		
Account Type	Account Number	Deposit Amount
[REDACTED]		1,507.46
TOTAL:		1,507.46

MESSAGE:

Exhibit 4-3

US Nursing Corporation
5700 S. Quebec Street, Suite 300
Greenwood Village, CO 80111
303-692-8550

Pay Group: COS-Contract Staff
Pay Begin Date: 07/31/2022
Pay End Date: 08/06/2022

Business Unit: FASBU
Advice #: 000000010671723
Advice Date: 08/12/2022

Jennifer Lynne Maslowsky [REDACTED]		Employee ID: 00000439302 Department: 90000-Contract Staffing Location: Corporate Offices Job Title: Contract Staff Pay Rate:	TAX DATA:	Federal	MI State
			Tax Status:	Single	N/A
			Allowances:	N/A	0
			Percent:	N/A	
			Addl. Amount:		

HOURS AND EARNINGS						TAXES		
Description	Rate	Current Hours	Earnings	Hours	YTD Earnings	Description	Current	YTD
Housing			672.00		5,664.00	Fed Withholding	520.56	9,069.37
OT1	84.000000	8.00	672.00	56.00	7,080.00	Fed MED/EE	42.23	560.81
Straight	56.000000	40.00	2,240.00	340.00	26,960.00	Fed OASDI/EE	180.54	2,397.94
Nurse Licenses			0.00		100.00	MI Withholding	123.76	1,643.76
OT2			0.00	27.50	4,636.50	MI IONIA Withholding	0.00	116.67
Travel Reimbursement			0.00		298.68			
TOTAL:		48.00	3,584.00	423.50	44,739.18	TOTAL:	867.09	13,788.55

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
TOTAL:	0.00	0.00	TOTAL:	0.00	0.00	*TAXABLE		

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current 3,584.00	2,912.00	867.09	0.00	2,716.91
YTD 44,739.18	38,676.50	13,788.55	0.00	30,950.63

YEAR-TO-DATE	PAID TIME OFF	SICK LEAVE
Start Balance	0.0	0.0
+ Earned	0.0	0.0
+ Bought	0.0	0.0
- Taken	0.0	0.0
- Sold	0.0	0.0
+ Adjustments	0.0	0.0
End Balance	0.0	0.0

NET PAY DISTRIBUTION		
Account Type	Account Number	Deposit Amount
[REDACTED]		2,716.91
TOTAL:		2,716.91

MESSAGE:

Plaintiffs'

Exhibit 5

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

THERESA EGAN, BRIAN BARKER,
and SABRINA BUDDEN-WRIGHT,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

FASTAFF, LLC and U.S. NURSING
CORPORATION,

Defendants.

Case No. 1:22-cv-03364

**DECLARATION OF ARMSTRONG
TABOT IN SUPPORT OF
PLAINTIFFS' MOTION FOR
CONDITIONAL CERTIFICATION
OF FLSA COLLECTIVE ACTION**

I, ARMSTRONG TABOT, declare as follows:

1. I am an adult citizen of the State of California. I submit this declaration in support of the Plaintiffs' Motion for Conditional Certification of FLSA Collective Action in the above-captioned lawsuit. I have personal knowledge of the facts stated herein and attest to their truth.

2. I am a registered nurse who accepted a travel assignment from Fastaff to work at a healthcare facility in Bakersfield, California, which is about a three-hour drive from my permanent residence in Moreno Valley, California.

3. For example, on February 21, 2023, Fastaff offered me a contract for a fixed-term assignment at Bakersfield Behavioral Healthcare Hospital in Bakersfield, California. Fastaff offered me a base hourly wage of \$62 and a housing stipend of \$123 per day (or \$861 per week) for the length of the assignment. Ex. 1, at 1-2. The contract specified that "[t]o be eligible for the housing stipend for each day of the assignment, you must obtain a signature from a Facility supervisor confirming that you 1) worked that day, 2) you were available to work but not scheduled, or 3) that you are absent from work due to sickness or disability." *Id.* at 2. It further specified that "[y]ou are not eligible for a stipend on a day that you are absent for an entire

scheduled or requested shift for personal reasons,” defined as “reasons not caused by activity protected under the law or excused by Fastaff.” *Id.*

4. The contract explained that “[t]he stipend will be issued weekly contingent upon you submitting to payroll your time sheet containing the required signatures from a Facility supervisor.” *Id.* And in fact, my housing stipend reflected reductions for shifts not worked while I was at Bakersfield Behavioral Health Hospital. For example, the week of March 26, 2023, I worked 48 hours and received a stipend of \$861, which reflects 7 days of stipends at \$123/day. Ex. 2. The following week, the week of April 2, 2023, I worked only 24 total hours and received a stipend of \$615, which reflects 5 days of stipends at \$123/day. Ex. 3. During this time, my housing costs remained constant from week to week.

5. The amount of the housing stipend was unilaterally determined by Fastaff. Despite indicating that the stipend was intended to “cover the reasonable housing expenses you are expected to incur during the length of your assignment,” Ex. 1 at 2, at no point – either prior to setting the stipend rates or once I had begun my assignment – did Fastaff ask me to demonstrate or document the housing expenses I incurred in connection with the assignment. By contrast, Fastaff offered “to pay for transportation to and from your tax home to the assignment location,” and indicated that that it would “reimburse mileage at the applicable IRS standard mileage reimbursement rate for driving from your tax home to the assignment location based on the distance calculated using Google Maps and then from the assignment location back to your tax home.” *Id.* at 3. Further, the contract specified that all “business expenses” other than housing “must be pre-approved” to be reimbursed by Fastaff. *Id.*

6. The contract offered me a guaranteed minimum of 48 hours per week. *Id.* As I accepted these terms, I regularly worked over 40 hours in a single workweek for multiple weeks over the course of my contract with Fastaff.

7. In calculating my overtime rate of pay, Fastaff did not include my per diem housing stipend in my regular rate of pay. For example, during the week of March 12, 2023, I worked 48 hours for Fastaff, thus entitling me to overtime pay. Fastaff compensated me for my overtime hours

at a rate of \$93, which is 1.5 times my hourly base rate of pay of \$62 and excludes the value of my weekly housing stipends. This is reflected in the attached Ex. 4, a sample paystub for my work for Fastaff in Bakersfield, California. But had my housing stipend been included as part of my regular rate of pay, I would have been owed a higher overtime rate.

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


Armstrong Tabot (Sep 13, 2023 17:07 PDT)

Armstrong Tabot

Exhibit 5-1



Assignment Agreement Letter (AAL)

California Travel

U.S. Nursing Corporation - Fastaff, LLC.
5700 South Quebec Street, Suite 300
Greenwood Village, CO 80111
800-736-8773

Name: Armstrong TABOT
Employee ID: 619752

Date: 2/21/2023
Phone#: [REDACTED]

Welcome to Fastaff, LLC ("Fastaff"), the leading provider of Rapid Response Travelers. You are a valued member of this team, and we appreciate your commitment to Fastaff and our client facility (the "Facility"). Our goal is to provide the highest level of patient care and we depend on travelers like you to achieve that goal.. Thank you!

The following information summarizes the employment agreement between Armstrong TABOT ("Employee" or "you") and Fastaff for this upcoming assignment to deliver temporary staffing. Please review and return this signed AAL as verification of your acceptance of this assignment, and the terms and requirements in this AAL, within 24 hours of receipt. This AAL is not a contract for guaranteed employment for any particular period of time. Rather, Fastaff is an at-will employer and your employment with Fastaff is "at will," as discussed and defined in Fastaff's Travel Handbook. **It is your responsibility to stay up-to-date on and comply with the Handbook's terms, conditions, notices, and changes, including, but not limited to, updates in state-specific addenda found at <https://myportal.fastaff.com/mydashboard/forms-resources>. If there is any discrepancy or ambiguity between the terms and conditions set forth in the Handbook and the terms and conditions set forth in this AAL, the terms in this AAL shall control.** Please contact your Recruiter with any questions.

Facility: Bakersfield Behavioral Healthcare Hospital

Address: 5201 White Ln, Bakersfield, CA 93309 United States of America

Assignment Start Date: 2/27/2023

End Date: 5/27/2023

Specialty: PSYCH RN FLOAT EVES/NIGHTS **Shift:** Night

Recruiter: Steve Reagan

Requested Time Off / Schedule Details:

- Every other Sat/Sun required
- 6p-6a
- Intake Department

Pay* and Benefits Information

Base Rate : \$62.00 per hour **On Call Rate:** \$15.50 per hour **Call Back Rate:** \$93.00 per hour

- You are eligible for pay at the Call Back Rate if you are on call at a location away from the Facility premise and are requested to return to the Facility during your on call shift. The hours worked at the Facility under these circumstances will be paid at the Call Back Rate listed above and will count towards your Guaranteed Hours. If you are asked to work past your regular scheduled shift but do not leave the Facility, these hours worked are considered regular hours worked and you will be paid at your Base Rate and not at the Call Back Rate. For each call back instance, you will receive at least two (2) hours of compensation at your Call Back Rate, or compensation at the Call Back Rate for the actual hours worked, whichever is greater.
- You are a nonexempt employee and will receive overtime pay for any hours worked over 40 hours in a week or in accordance with applicable law. Your overtime rate of pay will be at least 1.5 times your regular rate of pay.



- You will be paid weekly, every Friday. You will receive your first paycheck on the Friday of the week following your assignment start date. Final pay will be issued in accordance with applicable law.

Benefits

You will be employed by Fastaff starting on day one of your assignment. You are eligible for company-provided medical, dental and vision insurance as well as voluntary life and disability insurance ("Benefits Plans") on the first day of the month following the start date of your assignment. In addition, you are eligible to participate in the Fastaff 401(K) benefits the first day of the month following your hire date. After one year from hire date you are eligible for 401(k) employer-matching contributions. Participation in the Benefits Plans is voluntary and completion of the Benefits Election/Waive form is required prior to each assignment start date. Detailed benefits information is available on the Fastaff portal.

If you elect to participate in the Benefits Plans, your portion of the premiums for medical, dental, and vision premiums will be deducted pre-tax through payroll deductions. At the end of your employment assignment or extension thereof you will receive notice of your right to continue your benefits through COBRA. Any questions regarding these benefits can be directed to Benefits@Fastaff.com.

Paid Sick and Safe Leave: Fastaff complies with all applicable state and local laws in all jurisdictions in which its employees are on assignment. For information regarding paid sick leave to the extent it is available in the jurisdiction in which you are on assignment, please refer to <https://myportal.fastaff.com/mydashboard/forms-resources>. If you would prefer a hard copy of these requirements, please contact humanresources@Fastaff.com.

Housing

Fastaff offers Travelers company-provided housing or a housing stipend to those eligible to cover the reasonable housing expenses you are expected to incur during the length of your assignment. This housing stipend amount takes into account the location of assignment, and the assignment's start date and end date.

- If you accept company-provided housing, the housing will be available one day prior to the start of your assignment and the benefit continues through your last day working on the assignment. By accepting company-provided housing on an assignment, you agree to check-out of the housing the day after you last work on the assignment. If you do not check out of the housing on this date, you agree and understand that you will assume responsibility for all the housing expenses that you incur in staying beyond the date you last worked on the assignment.
- If you accept company-provided housing and become unable to work any shifts for more than seven consecutive days, and wish to remain in the company-provided housing, we will notify the property and you will be responsible for housing costs until you are available to return to work.
- If you voluntarily elect to obtain your own housing during the assignment, your housing stipend will be \$123.00 per day for the length of your assignment.
- If you accept the stipend, the stipend will begin one day prior to the start of your assignment and the benefit continues through your last day working on the assignment. To be eligible for the housing stipend for each day of the assignment, you must obtain a signature from a Facility supervisor confirming that you 1) worked that day, 2) you were available to work but not scheduled, or 3) that you are absent from work due to sickness or disability. You are not eligible for a stipend on a day that you are absent for an entire scheduled or requested shift for personal reasons. Personal reasons are reasons not caused by activity protected under the law or excused by Fastaff. You will cease to be eligible for a housing stipend if you are unable to work any shifts for more than seven consecutive days.
- The stipend will be issued weekly contingent upon you submitting to payroll your time sheet containing the required signatures from a Facility supervisor.



By signing this Agreement you also understand and agree that you are solely responsible for the cost of any incidentals and other non-authorized housing or other expenses that you incur for your own benefit during the course of this employment assignment. You must use a personal form of payment, e.g., credit card, to cover any such expenses. All business expenses must be pre-approved, and all approved business expenses will be reimbursed by Fastaff.

Travel

Fastaff offers to pay for transportation to and from your tax home to the assignment location, unless you elect to terminate your assignment early, in which case you will be required to pay for your transportation home. If you elect to drive to your assignment, Fastaff will reimburse mileage at the applicable IRS standard mileage reimbursement rate for driving from your tax home to the assignment location based on the distance calculated using Google Maps and then from the assignment location back to your tax home, with a maximum of 550 miles each way. You agree to assume responsibility and expense for your daily commute to and from the worksite Facility while on this assignment and agree to follow all Fastaff rules regarding travel as outlined in the Travel Handbook.

Guaranteed Hours

Fastaff's work week for this employment assignment is Sunday at 7:00 a.m. through the following Sunday at 6:59 a.m. During your assignment you will be scheduled to work 48 hours per week, i.e. your Guaranteed Hours, and will be paid for all hours that you work. If during a week in which you are scheduled to work 48 hours your hours worked do not equal 48, then you may be eligible to be paid the difference in hours, at your hourly base rate, to the extent you are available to work all of the hours the facility scheduled or requested you to work that week. ("Guaranteed Hours Pay"). You are not eligible for Guaranteed Hours Pay in any week where you request time off, and will be paid actual hours worked that week.

You will be considered to have been available to work if the Facility sends you home early during a shift or cancels your shift due to staffing needs or low patient census. You will not be considered available to work all of the hours the facility scheduled or requested you work if any of the following occur during the work week:

- You start a shift late, leave early or volunteer to leave work early during a shift that week.
- You refuse to float or accept appropriate patient assignments based on skills or age-specific competencies.
- You make yourself unavailable to work at any point during the workweek, including for illness, personal reasons and requested time off.
- The Facility deems you ineligible to work for any reason other than for low patient census.
- You are permanently released by the Facility or Fastaff terminates your assignment prior to you working all your scheduled shifts that week.

You are responsible for obtaining confirmation from a facility supervisor each week during your assignment that you were available to work all shifts the Facility scheduled you to work and/or requested that you work. You are ineligible for Guaranteed Hours Pay without this confirmation.

If your assignment ends early for any reason, your eligibility for Guaranteed Hour Pay ceases on that date.

If your time sheet for the week is not received by Fastaff by 12 p.m. Mountain Time on Monday or you do not otherwise comply with Fastaff's Time Sheet Policy (described below), you will not be eligible for Guaranteed Hours Pay for that week.



Notwithstanding the above, Guaranteed Hours Pay does not apply during the first and/or last week of the assignment. You will be paid for all hours that you actually work those weeks.

Assignment Float Requirements

All Fastaff travelers are expected to float as needed and accept any patient assignment within your scope of practice, including age-specific competencies. Fastaff travelers are expected to accept schedule changes if needed by the Facility.

Time Sheet Policy

- You are solely responsible for the accurate documentation of each weekly time sheet. Daily entries should include all hours worked, lunch period(s), on call and/or call back time, as well as sick time, requested days off, and/or scheduled shifts cancelled by the facility due to low census or other staffing reasons. Every day should have an entry on the time sheet and requires a Facility supervisor's signature as confirmation. Failure to obtain the required signature may delay timely payment.
- You must attest that all entries on your time sheet are accurate and true prior to submission to Payroll. In accordance with this AAL and the Travel Handbook, inaccurate or false entries will not be tolerated and will result in disciplinary action.
- Time sheets are **due each Monday by 12 p.m. Mountain Time**. To ensure prompt and timely pay, it is your responsibility to email/submit your time sheet accordingly to payroll@fastaff.com. **If signatures are not available by the Monday 12 noon (mst) deadline, please submit your timesheet and send a revised copy when signatures are received.** The only exception to the deadline of Monday at 12 p.m., is the final week of assignment. **Your final completed, approved and signed time sheet for the assignment is due 24 hrs after your final shift.**
- Fastaff requires you to take meal and rest breaks in accordance with Company policy and California law. Please refer to Fastaff's Employee Handbook for details regarding meal and rest period for assignments in California. The in / out times for your meal break must be accurately recorded daily on your time sheet.
- The Facility may require you to use its time keeping system in addition to the Fastaff time sheet. If you do not comply with the Facility's time keeping system, you may be subject to disciplinary action and you will be ineligible for any Guaranteed Hours Pay that week. You will be paid for hours recorded on your Fastaff time sheet, but discrepancies found between the Fastaff time sheet and the Facility time keeping records could lead to corrections in pay. If you believe any corrections are necessary, please notify Payroll immediately so that the issue may be investigated.
- No work may be performed "off the clock" and it is not appropriate for anyone to ask or suggest that it is acceptable for you to fail to record all work time.
- Facility supervisor approval is required for any extended shift times. This includes clocking in prior to your shift start or working beyond your regularly scheduled end time. Failure to attain such approval or inaccurate time entries may result in disciplinary action and will make you ineligible for Guaranteed Hours Pay that week.

Assignment Expectations

You are expected to follow Facility-specific guidelines while working at a Facility site and conduct yourself in a professional manner.

You agree to maintain a current, complete file for the duration of your assignment. All compliance documentation including medical, certifications, licensure or any other document required by Fastaff or the Facility, must be updated/renewed and provided to Fastaff prior to its' expiration date. Failure to do so may result in temporary removal from the schedule and/or the termination of your assignment.

Workplace Injuries or Emergencies

KLUTVERT

In case of emergency Fastaff should contact _____ at _____ on my behalf.



- If you have an emergency while on an assignment, please contact your recruiter ASAP. After hours or on weekends, you can reach our emergency on call service by calling 800-736-8773.
- If you are injured on the job, you must report the injury to your on-site supervisor and your Fastaff Recruiter or Clinical Services Manager, and Fastaff's Workers' Compensation carrier, Gallagher Bassett, at (888) 876-7764. **Work-related injuries must be reported to Gallagher Bassett within 24 hours.** If non-emergency medical treatment for an on-the-job injury is needed, it must be obtained from one of the Workers' Compensation carrier's designated physicians. If you choose to obtain treatment from a non-designated physician, you may be responsible for the cost of treatment.

Except as otherwise specified in this letter, the terms and conditions of your at-will employment pursuant to this letter may not be changed, except by a writing from the Company's Recruiting Department.

Acceptance and Acknowledgements

By signing below you acknowledge and represent that you have carefully read this AAL, understand its terms, and are entering into this agreement voluntary. Additionally, by accepting this assignment, you agree to abide by, and shall be responsible for, the requirements and obligations set forth in this AAL. Your signature below also serves as acknowledgement that you have received and reviewed the wage notice form attached, where applicable, and the separately attached "Notice to Employee" pursuant to Labor Code Section 2810.5 which includes information about my employer, wages, workers' compensation and paid sick leave.

Fastaff complies with all state and local laws in all jurisdictions in which its employees are on assignment, including laws requiring specific notices to be posted or distributed at the time of hire. These notices are available at <https://myportal.fastaff.com/mydashboard/forms-resources> . If you would prefer a hard copy of the notices applicable to your jurisdiction, please contact Human Resources and hard copies will be provided to you.

PLEASE NOTE: Your affirmative signature and/or acknowledgement of this AAL is not required for you to have accepted the terms of this AAL. If you begin or continue working for Fastaff without signing this AAL, this AAL will be effective, and you will have agreed to and accepted this AAL through your knowledge of it and your acceptance of and/or continued employment with Fastaff.

Armstrong TABOT

Employee Printed Name

Employee Signature

02/23/2023

Date Reviewed and
Agreed



NOTICE TO EMPLOYEE
Labor Code section 2810.5

EMPLOYEE

Employee Name: Armstrong TABOT_____

Start Date: 2/27/2023_____

EMPLOYER

Legal Name of Hiring Employer: U S Nursing Corporation_____

Is hiring employer a staffing agency/business (e.g., Temporary Services Agency, Employee Leasing Company or Professional Employer Organization [PEO])? ☒ Yes ☐ No

Other Names Hiring Employee is "doing business as" (if applicable):

Physical Address of Hiring Employer's Main Office:

5700 South Quebec Street, Suite 300_____
Greenwood Village, CO 80111_____

Hiring Employer's Mailing Address (if different than above):

Hiring Employer's Telephone Number: (800) 736-8773

If the hiring employer is a staffing agency/business (above box checked "Yes"), the following is the other entity for whom this employee will perform work:

Name: Bakersfield Behavioral Healthcare Hospital

Physical Address of Main Office:

5201 White Ln, Bakersfield, CA 93309 United States of America

Mailing Address: _____

Telephone Number: (661) 398-1800

WAGE INFORMATION

Rate(s) of Pay: \$62.00Overtime Rate(s) of Pay: \$93.00Rate by (check box): ☒ Hour ☐ Shift ☐ Day ☐ Week ☐ Salary ☐ Piece Rate ☐ Commission☐ Other (Provide Specifics): _____Does a written agreement exist providing the rate(s) of pay? (check box) ☒ Yes ☐ NoIf Yes, are all rate(s) of pay and bases thereof contained in that written agreement? ☒ Yes ☐ NoAllowances, if any, claimed as part of minimum wage (including meal or lodging allowances):

(If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)

Regular Payday: Friday_____

**WORKERS' COMPENSATION**Insurance Carrier's Name: Gallagher BassettAddress: P.O. Box 14260 , Orange, CA 92863-14260Telephone Number: (888) 876-7764Policy No: CLIENT #003314☐ Self-Insured (Labor Code 3700) and Certificate Number for Consent to Self-Insure: _____**PAID SICK LEAVE**

Unless exempt, the employee identified on this notice is entitled to minimum requirements for paid sick leave under state law which provides that an employee:

- a. May accrue paid sick leave and may request and use up to 3 days or 24 hours of accrued paid sick leave per year;
- b. May not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and
- c. Has the right to file a complaint against an employer who retaliates or discriminates against an employee for
 - 1. requesting or using accrued sick days;
 - 2. attempting to exercise the right to use accrued paid sick days;
 - 3. filing a complaint or alleging a violation of Article 1.5 section 245 et seq. of the California Labor Code;
 - 4. cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 section 245 et seq. of the California Labor Code.

The following applies to the employee identified on this notice: (Check one box)

- ☒ 1. Accrues paid sick leave only pursuant to the minimum requirements stated in Labor Code §245 et seq. with no other employer policy providing additional or different terms for accrual and use of paid sick leave.
- ☐ 2. Accrues paid sick leave pursuant to the employer's policy which satisfies or exceeds the accrual, carryover, and use requirements of Labor Code §246.
- ☐ 3. Employer provides no less than 24 hours (or 3 days) of paid sick leave at the beginning of each 12-month period.
- ☐ 4. The employee is exempt from paid sick leave protection by Labor Code §245.5. (State exemption and specific subsection for exemption): _____

ACKNOWLEDGMENT OF RECEIPT*(Optional)*

Steve Reagan
(PRINT NAME of Employee Representative)

Armstrong TABOT
(PRINT NAME of Employee)

(SIGNATURE of Employer Representative)

(SIGNATURE of Employee)

02/21/2023

02/23/2023

(Date)

(Date)

The employee's signature on this notice merely constitutes acknowledgment of receipt.

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes

Exhibit 5-2

US Nursing Corporation
5700 S. Quebec Street, Suite 300
Greenwood Village, CO 80111
303-692-8550

Pay Group: COS-Contract Staff
Pay Begin Date: 03/26/2023
Pay End Date: 04/01/2023

Business Unit: FASBU
Advice #: **000000010748489**
Advice Date: 04/07/2023

Armstrong agbor TABOT [REDACTED]	Employee ID:	00000619752	TAX DATA:	Federal	CA State
	Department:	90000-Contract Staffing	Tax Status:	H-of-H	H-of-H
	Location:	Corporate Offices	Allowances:	N/A	3
	Job Title:	Contract Staff	Percent:	N/A	
	Pay Rate:		Addl. Amount:		

HOURS AND EARNINGS						TAXES		
<u>Description</u>	<u>Rate</u>	<u>Current Hours</u>	<u>Earnings</u>	<u>Hours</u>	<u>Earnings</u>	<u>Description</u>	<u>Current</u>	<u>YTD</u>
Housing			861.00		4,305.00	Fed Withholdng	444.86	1,882.06
OT1	93.000000	16.00	1,488.00	53.00	5,226.60	Fed MED/EE	50.34	238.95
Straight	62.000000	32.00	1,984.00	143.00	8,866.00	Fed OASDI/EE	215.27	1,021.74
Guarantee			0.00		1,984.00	CA Withholdng	218.04	944.32
OT3			0.00	3.25	403.00	CA OASDI/EE	31.25	148.32
Travel Reimbursement			0.00		121.83			
TOTAL:		48.00	4,333.00	199.25	20,906.43	TOTAL:	959.76	4,235.39

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
<u>Description</u>	<u>Current</u>	<u>YTD</u>	<u>Description</u>	<u>Current</u>	<u>YTD</u>	<u>Description</u>	<u>Current</u>	<u>YTD</u>
			Wired Amount	0.00	2,983.00			
TOTAL:	0.00	0.00	TOTAL:	0.00	2,983.00	*TAXABLE		

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current 4,333.00	3,472.00	959.76	0.00	3,373.24
YTD 20,906.43	16,479.60	4,235.39	2,983.00	13,688.04

YEAR-TO-DATE	PAID TIME OFF	SICK LEAVE
Start Balance	0.0	0.0
+ Earned	0.0	4.3
+ Bought	0.0	0.0
- Taken	0.0	0.0
- Sold	0.0	0.0
+ Adjustments	0.0	0.0
End Balance	0.0	4.3

NET PAY DISTRIBUTION			
	<u>Account Type</u>	<u>Account Number</u>	<u>Deposit Amount</u>
[REDACTED]	[REDACTED]	[REDACTED]	3,373.24
TOTAL:			3,373.24

MESSAGE:

Exhibit 5-3

Exhibit 5-4

US Nursing Corporation
5700 S. Quebec Street, Suite 300
Greenwood Village, CO 80111
303-692-8550

Pay Group: COS-Contract Staff
Pay Begin Date: 03/12/2023
Pay End Date: 03/18/2023

Business Unit: FASBU
Advice #: **000000010745726**
Advice Date: 03/24/2023

Armstrong agbor TABOT [REDACTED]		Employee ID: 00000619752 Department: 90000-Contract Staffing Location: Corporate Offices Job Title: Contract Staff Pay Rate:	TAX DATA: Tax Status: H-of-H Allowances: N/A Percent: N/A Addl. Amount:	Federal H-of-H 3	CA State H-of-H
--	--	--	--	-------------------------------	---------------------------

HOURS AND EARNINGS						TAXES		
<u>Description</u>	<u>Rate</u>	<u>Current Hours</u>	<u>Earnings</u>	<u>Hours</u>	<u>Earnings</u>	<u>Description</u>	<u>Current</u>	<u>YTD</u>
Housing			861.00		2,583.00	Fed Withholdng	444.86	992.34
OT1	93.000000	16.00	1,488.00	29.00	2,746.60	Fed MED/EE	50.35	138.27
Straight	62.000000	32.00	1,984.00	95.00	5,890.00	Fed OASDI/EE	215.26	591.21
Guarantee			0.00		496.00	CA Withholding	218.04	508.24
OT3			0.00	3.25	403.00	CA OASDI/EE	31.25	85.82
Travel Reimbursement			0.00		121.83			
TOTAL:		48.00	4,333.00	127.25	12,240.43	TOTAL:	959.76	2,315.88

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
<u>Description</u>	<u>Current</u>	<u>YTD</u>	<u>Description</u>	<u>Current</u>	<u>YTD</u>	<u>Description</u>	<u>Current</u>	<u>YTD</u>
			Wired Amount	0.00	2,983.00			
TOTAL:	0.00	0.00	TOTAL:	0.00	2,983.00	*TAXABLE		

	TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current	4,333.00	3,472.00	959.76	0.00	3,373.24
YTD	12,240.43	9,535.60	2,315.88	2,983.00	6,941.55

YEAR-TO-DATE	PAID TIME OFF	SICK LEAVE
Start Balance	0.0	0.0
+ Earned	0.0	0.0
+ Bought	0.0	0.0
- Taken	0.0	0.0
- Sold	0.0	0.0
+ Adjustments	0.0	0.0
End Balance	0.0	0.0

NET PAY DISTRIBUTION			
	<u>Account Type</u>	<u>Account Number</u>	<u>Deposit Amount</u>
	[REDACTED]	[REDACTED]	3,373.24
TOTAL:			3,373.24

MESSAGE:

Plaintiffs'

Exhibit 6

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO

Egan et al. v. Fastaff LLC and U.S. Nursing Corp.

Case No. 1:22-cv-03364-RSM

NOTICE OF CONDITIONALLY CERTIFIED COLLECTIVE ACTION LAWSUIT

If you work or worked for Fastaff for more than forty (40) hours in a workweek at any time after December 30, 2019, but your overtime rate of pay did not account for the value of your Housing Stipend, you are eligible to participate in this lawsuit to recover overtime pay.

PLEASE READ THIS NOTICE CAREFULLY

YOUR LEGAL RIGHTS MAY BE AFFECTED BY THIS LAWSUIT

You are receiving this Court-authorized Notice because you worked for Defendants Fastaff, LLC and U.S. Nursing Corp. (collectively “Fastaff”) during the relevant time. According to Fastaff’s records, you are eligible to participate in this lawsuit to potentially recover unpaid wages and other damages under the Fair Labor Standards Act. **To participate, you must complete, sign, and return the enclosed Consent to Join Form by [90 days of mailing]**. Please see options for return of your Consent to Join Form below.

What is the Lawsuit about?

Plaintiffs Theresa Egan, Brian Barker, and Sabrina Budden-Wright worked as travel nurses for defendant Fastaff. They filed a lawsuit on behalf of themselves and other similarly situated employees against Fastaff alleging, among other things, that the company violated the Fair Labor Standards Act (“FLSA”) by excluding the value of their housing stipends from their “regular rate” of pay, and thus miscalculating their mandated overtime rate of pay. This alleged miscalculation resulted in underpayment of overtime wages, which the Plaintiffs seek to recover, among other things, in this lawsuit.

The Plaintiffs sought to represent similarly situated employees at Fastaff and to give them an opportunity to participate in the lawsuit by filing a Consent to Join Form. The Court granted that request in an Order dated [x], which is why you are receiving this Notice and being given the opportunity to join this lawsuit. You may receive this Notice and information about this lawsuit via U.S. Mail, email, and text message.

The Court has not decided which side is right. By conditionally certifying this lawsuit as a collective action and issuing this notice, the Court is not suggesting that the Plaintiffs will win or lose the case.

Questions or want to submit your Consent to Join Form online? Visit [website]

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO*Egan et al. v. Fastaff LLC and U.S. Nursing Corp.*

Case No. 1:22-cv-03364-RSM

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

PARTICIPATE BY RETURNING YOUR CONSENT TO JOIN FORM	<p>If you choose to be included in this lawsuit, you will be bound by its outcome, which includes sharing in any monetary judgment or settlement that may be secured. You give up any rights to separately sue Fastaff about the same legal claims in this lawsuit.</p> <p>To be included in this lawsuit, you must complete, sign, and return the enclosed Consent to Join Form by [90 days of mailing]. Please see options for return of your Consent to Join Form below.</p>
DO NOTHING	<p>If you do not want to participate in this lawsuit, you do not need to do anything. If you do nothing, you will not be bound by any outcome in this litigation and may retain your right to sue Fastaff separately. However, the statute of limitations on the FLSA overtime claims in this case will continue to run, and you will not be able to later elect to participate in this action. Further, if this action results in a money judgment or settlement, you will not be able to receive any portion of those benefits.</p>

How do I participate in the lawsuit?

To participate in the lawsuit, you must complete, sign, and return the enclosed Consent to Join Form by [90 days of mailing]. There are two ways for you to return your Consent to Join Form:

Option 1 – Mail Your Consent to Join Form: You can mail your completed and signed Consent to Join Form to the notice administrator using the postage pre-paid return envelope enclosed with this Notice.

Option 2 – Electronically Submit Your Consent to Join Form: You can complete, sign, and submit your Consent to Join Form online by going to [website].

What are my options?

You have two options.

Option 1 – Participate in the Lawsuit: Your first option is to participate in this lawsuit by returning your Consent to Join Form as described above. If you do that, you will (a) join the litigation as an opt-in plaintiff, (b) be bound by any judgment in the case, and (c) have the opportunity to share in any monetary judgment or settlement that might be secured in this case. You will be giving up your right to separately sue Fastaff regarding the claims in this case. If you choose to join the lawsuit, you may be asked to give testimony and information about your work for Fastaff.

Questions or want to submit your Consent to Join Form online? Visit [website]

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO

Egan et al. v. Fastaff LLC and U.S. Nursing Corp.

Case No. 1:22-cv-03364-RSM

Option 2 – Do Nothing, Do Not Participate in the Lawsuit: Your second option is to do nothing. If you do nothing, you will not participate in the lawsuit. You will not be bound by any judgment in the lawsuit and will not share in any potential monetary judgment or settlement. You will preserve your right to separately sue Fastaff regarding the claims in this case at your own expense. Your statute of limitations for the FLSA overtime claims in this case will continue to run.

Why did I get this Notice?

You received this Notice because Fastaff's records show you are a member of the following group of people that the Court authorized to receive this Notice and be given an opportunity to participate in this lawsuit:

If you work or worked for Fastaff for more than forty (40) hours in a workweek at any time after December 30, 2019, but your overtime rate of pay did not account for the value of your Housing Stipend, you are eligible to participate in this lawsuit to recover overtime pay. If you still have questions about whether you are eligible to participate in the lawsuit, please contact the Notice Administrator at [phone number] or [email] or visit [website].

What are the Plaintiffs asking for?

The Plaintiffs are asking the Court to award them and similarly situated employees any unpaid overtime wages during the relevant time period, along with an additional amount as liquidated damages, pre-judgment and post-judgment interest, reasonable attorneys' fees, and the costs of this action.

Do I have a lawyer?

You may choose to retain your own counsel, to represent yourself, or to be represented by Plaintiffs' counsel, who will commonly represent the interests of Plaintiffs, and all similarly situated employees that join this lawsuit. If you choose to be represented by Plaintiffs' Counsel, you do not have to separately pay them. If the lawsuit results in a money judgment or settlement, Plaintiffs' Counsel, at their option and depending on the circumstances, will seek their attorneys' fees and costs as a percentage of the overall recovery, or to be separately paid by Fastaff, all subject to Court approval.

Plaintiffs' Counsel are:

George A. Hanson
Alexander T. Ricke
Crystal R. Cook
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
Kansas City, MO 64112

Questions or want to submit your Consent to Join Form online? Visit [website]

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO

Egan et al. v. Fastaff LLC and U.S. Nursing Corp.

Case No. 1:22-cv-03364-RSM

What if I have questions about this Notice or need more information?

This Notice is only a summary of your rights. If you have any questions about this Notice, how to participate in the lawsuit, or anything else, then you may contact Plaintiffs' Counsel through the Notice Administrator at [phone number] or [email]. You can also find more information about the lawsuit at [website]. A copy of the Plaintiff's Complaint outlining the claims in this lawsuit and the Court's [date] Order authorizing this Notice are posted on the website.

The Court is not able to answer questions about the lawsuit or this Notice. Please contact Class Counsel through the Notice Administrator if you have questions or need additional information.

This is a Court approved Notice. This is not a solicitation or advertisement.

Questions or want to submit your Consent to Join Form online? Visit [website]

Plaintiffs'

Exhibit 7

Consent to Join
(U.S. Mail Version)

If the pre-printed information to the left is not correct or if there is no pre-printed information, please complete the information below:

<<First>> <<Last>>
<<Address1>>
<<City>>
<<State>> <Zip>>

Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

<<Email>>
<<Telephone Number>>

Email: _____

Telephone: _____

<<Work Location>>

Work Location: _____

<<Job Title>>

Job Title: _____

<<Company Employee ID>>

Company Employee ID: _____

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO

Egan et al. v. Fastaff, LLC and U.S. Nursing Corp.

Case No. 2:22-cv-03364-MEH

CONSENT TO JOIN

Fair Labor Standards Act of 1938, 29 U.S.C. § 216(b)

I CONSENT TO JOIN THIS LAWSUIT seeking unpaid overtime wages and other damages against Defendants and any related entities. By joining this lawsuit, I designate the Named Plaintiffs and such other class representatives as the Court may subsequently appoint, as my representatives, and allow the class representatives, in consultation with Plaintiffs' counsel, to the fullest extent possible, to make decisions on my behalf concerning the case, the method and manner of conducting the case, including settlement, the entering of an agreement with counsel regarding payment of attorneys' fees and court costs, and all other matters pertaining to this lawsuit to the fullest extent permitted by law. Unless I indicate below that I plan to be represented by other counsel at my own expense or represent myself *pro se*, I choose to be represented by Stueve Siegel Hanson LLP and any other counsel with whom they may associate. I understand that I will be bound by any ruling, settlement, or judgment whether favorable or unfavorable. I agree to keep counsel updated as to any change in my contact information, including any change to my mailing address, email, and telephone. I consent to counsel contacting me via U.S. Mail, email, and text message.

Printed Name: _____

Signature: _____

THE DEADLINE FOR SUBMITTING THIS FORM IS [90 DAYS OF MAILING]

YOU CAN SUBMIT THIS FORM ONLINE AT [WEBSITE]

Consent to Join
(Online Version)

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO

Egan et al. v. Fastaff, LLC and U.S. Nursing Corp.

Case No. Case No. 1:22-cv-03364-MEH

CONSENT TO JOIN

Fair Labor Standards Act of 1938, 29 U.S.C. § 216(b)

I CONSENT TO JOIN THIS LAWSUIT seeking unpaid overtime wages and other damages against Defendant and any related entities. By joining this lawsuit, I designate the Named Plaintiffs and such other class representatives as the Court may subsequently appoint, as my representatives, and allow the class representatives, in consultation with Plaintiffs' counsel, to the fullest extent possible, to make decisions on my behalf concerning the case, the method and manner of conducting the case, including settlement, the entering of an agreement with counsel regarding payment of attorneys' fees and court costs, and all other matters pertaining to this lawsuit to the fullest extent permitted by law. Unless I indicate below that I plan to be represented by other counsel at my own expense or represent myself *pro se*, I choose to be represented by Stueve Siegel Hanson LLP, Tousley Brain Stephens PLLC, and any other counsel with whom they may associate. I understand that I will be bound by any ruling, settlement, or judgment whether favorable or unfavorable. I agree to keep counsel updated as to any change in my contact information, including any change to my mailing address, email, and telephone. I consent to counsel contacting me via U.S. Mail, email, and text message.

Printed Name: _____

Signature: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Email: _____

Telephone: _____

Job Title: _____

Company Employee ID: _____

THE DEADLINE FOR SUBMITTING THIS FORM IS [90 DAYS OF MAILING]