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

VERNA MAXWELL CLARKE, and LAURA
WITTMANN, individuals on behalf of
themselves and others similarly situated,

Case No. BC619695

Plaintiffs,

**JOINT STIPULATION AND CLASS,
COLLECTIVE AND PAGA
SETTLEMENT AGREEMENT**

v.

AMN SERVICES, LLC,

Defendant.

1 This Joint Stipulation and Class, Collective and PAGA Settlement Agreement
2 (“Agreement”) is made by and between appointed class representatives Verna Maxwell Clarke,
3 Laura Wittmann, and Kasie Fatig, on the one hand (together “Plaintiffs”), and defendant AMN
4 Services, LLC (“AMN” or “Defendant”), on the other hand. The Agreement refers to Plaintiffs
5 and Defendant collectively as “Parties,” or individually as a “Party.”

6 **1. DEFINITIONS.**

7 1.1. “Action” means the lawsuit against AMN captioned *Clarke, et al. v. AMN Services,*
8 *LLC*, Case No. BC619695, currently pending in the Superior Court of the State of California,
9 County of Los Angeles.

10 1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed
11 to appoint to administer the Settlement.

12 1.3. “Administration Expenses Payment” means the amount the Administrator will be
13 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
14 connection with administering the Settlement.

15 1.4. “Aggrieved Employees” means those Class Members who worked one or more
16 PAGA Workweeks.

17 1.5. “California Class” means the class certified by the District Court on October 12,
18 2017 and defined as: all non-exempt hourly employees employed by AMN in California from
19 September 11, 2013 through October 12, 2017 who worked overtime during one or more pay
20 periods from September 11, 2013 through October 12, 2017 pursuant to a Professional Services
21 Agreement that provided for per diem adjustments based on the number of hours and/or shifts
22 missed and had the value of per diem benefits excluded from their regular rate for purposes of
23 calculating overtime.

24 1.6. “California Class Release Period” means the period from September 11, 2013
25 through January 24, 2021.

26 1.7. “California Overtime Hours” means overtime hours worked in California during
27 the California Class Release Period as reflected in AMN’s payroll records.

1 1.8. “Class Counsel” means Hayes Pawlenko LLP.

2 1.9. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
3 mean the amounts allocated to Class Counsel for reasonable attorneys’ fees and reimbursement of
4 litigation expenses to be deducted from the Gross Settlement Amount.

5 1.10. “Class Data” means Class Member identifying information in AMN’s possession
6 including the individual’s name, last-known mailing address, Social Security number, the number
7 of California Overtime Hours, and the number of PAGA Workweeks, if any.

8 1.11. “Class Members” means the 9,717 individuals who fall within the definition of the
9 California Class and did not opt-out of the California Class during the notice and opt-out procedure
10 approved by the District Court following the granting of class certification in this Action.

11 1.12. “Class and Collective Member Address Search” means the Administrator’s
12 investigation and search for current Class Members’ and Collective Members’ mailing addresses
13 using all reasonably available resources, methods and means including, but not limited to, the
14 National Change of Address database, skip traces, and direct contact by the Administrator with
15 Class Members and Collective Members.

16 1.13. “Class and Collective Notice” means the COURT APPROVED NOTICE OF
17 CLASS, PAGA AND COLLECTIVE ACTION SETTLEMENT AND HEARING DATE FOR
18 FINAL COURT APPROVAL, to be mailed to Class Members and Collective Members in English
19 in the form, without material variation, attached as Exhibit A and incorporated by reference into
20 this Agreement.

21 1.14. “Class Representatives” means Verna Maxwell Clarke, Laura Wittmann, and Kasie
22 Fatig.

23 1.15. “Class Representative Service Payments” means the service awards to the Class
24 Representatives for initiating the Action and providing services in support of the Action.

25 1.16. “Collective Data” means Collective Member identifying information in AMN’s
26 possession including the individual’s name, last-known mailing address, Social Security number,
27 and the number of FLSA Overtime Hours.

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1 1.17. "Collective Members" means the 1,032 individuals who fall within the definition
2 of the FLSA Collective and opted-in to the FLSA Collective during the notice and opt-in procedure
3 approved by the District Court following the granting of collective certification in this Action.

4 1.18. "Defendant" or "AMN" means named Defendant AMN Services, LLC.

5 1.19. "Defense Counsel" means Akerman, LLP.

6 1.20. "District Court" means the United States District Court for the Central District of
7 California.

8 1.21. "Effective Date" means the date by when both of the following have occurred:
9 (a) the Superior Court enters a Final Judgment on its order Granting Final Approval of the
10 Settlement; *and* (b) the Final Judgment becomes final. The Final Judgment is final as of the latest
11 of the following occurrences: (a) if no timely appeal from the Final Judgment is filed, the day
12 after the deadline for filing a notice of appeal from the Final Judgment; (b) if a timely appeal
13 from the Final Judgment is filed, the day after the appeal is withdrawn or the appellate court
14 affirms the Judgment and issues a remittitur.

15 1.22. "Final Approval" means the Superior Court's order granting final approval of the
16 Settlement.

17 1.23. "Final Approval Hearing" means the Superior Court's hearing on the Motion for
18 Final Approval of the Settlement.

19 1.24. "Final Judgment" means the judgment entered by the Superior Court upon granting
20 Final Approval of the Settlement.

21 1.25. "FLSA Collective" means the collective certified by the Court on October 12, 2017
22 and defined as: all non-exempt hourly employees employed by AMN in California at any time
23 since September 13, 2013 or outside California at any time since December 15, 2013 whose
24 employment was governed by a Professional Services Agreement that provided for per diem
25 adjustments based on the number of hours and/or shifts missed and had the value of per diem
26 benefits excluded from their regular rate for purposes of calculating overtime.

27 1.26. "FLSA Collective Release Period" means July 2, 2016 through January 24, 2021.
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1 1.27. "FLSA Overtime Hours" means hours worked in excess of 40 per week during the
2 FLSA Collective Release Period as reflected in AMN's payroll records.

3 1.28. "Funding Date" means the date on which AMN completes funding of the entire
4 Gross Settlement Amount and all employer payroll taxes owed on the wage portion of the
5 Individual Class Payments and Individual Collective Payments.

6 1.29. "Gross Settlement Amount" means Fifty Nine Million Nine Hundred Ninety
7 Thousand Dollars (\$59,990,000) which is the total non-reversionary amount AMN agrees to pay
8 under the Settlement. The Gross Settlement Amount will be used to pay Individual Class
9 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Individual Collective
10 Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
11 Representative Service Payments and the Administration Expenses Payments. Under no
12 circumstances shall AMN be required to pay or contribute any monies in excess of the Gross
13 Settlement Amount, except that AMN is responsible for paying, with funds separate and apart from
14 the Gross Settlement Amount, the employer's share of any federal, state and/or local payroll taxes
15 on the portion of Individual Class Payments and Individual Collective Payments apportioned to
16 wages.

17 1.30. "Individual Class Payment" means each Class Member's pro rata share of the
18 portion of the Net Settlement Amount allocated to Class Members.

19 1.31. "Individual Collective Payment" means each Collective Member's pro rata share
20 of the portion of the Net Settlement Amount allocated to Collective Members.

21 1.32. "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of
22 25% of the PAGA Penalties allocated to Aggrieved Employees.

23 1.33. "LWDA" means the California Labor and Workforce Development Agency.

24 1.34. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the
25 LWDA under Labor Code section 2699, subd. (i).

26 1.35. "Net Settlement Amount" means the Gross Settlement Amount, less the following
27 payments in the amounts approved by the Superior Court: Class Representative Service Payments,
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1 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Individual PAGA
2 Payments, the LWDA PAGA Payment, and the Administration Expenses Payment.

3 1.36. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

4 1.37. "PAGA Notice" means Plaintiffs' May 6, 2016 letter to AMN and the LWDA
5 providing notice pursuant to Labor Code section 2699.3, subd.(a).

6 1.38. "PAGA Penalties" means the Two Million Three Hundred Eighty Two Thousand
7 Five Hundred Dollars (\$2,382,500) of PAGA civil penalties to be paid from the Gross Settlement
8 Amount, allocated 25% to the Aggrieved Employees (\$595,625) and 75% to LWDA (\$1,786,875).

9 1.39. "PAGA Release Period" means the period from May 6, 2015 through the date of
10 Preliminary Approval.

11 1.40. "PAGA Workweek" means any week during which a Class Member worked for
12 AMN in California for at least one day during the PAGA Release Period.

13 1.41. "Plaintiffs" means Verna Maxwell Clarke, Laura Wittmann, and Kasie Fatig.

14 1.42. "Preliminary Approval" means the Superior Court's order Granting Preliminary
15 Approval of the Settlement.

16 1.43. "Released Parties" means: AMN and any parent, subsidiary, affiliate, predecessor
17 or successor thereof, including but not limited to all agents, employees, officers, directors,
18 attorneys, and healthcare facility clients thereof.

19 1.44. "Response Deadline" means 60 calendar days after the Administrator mails the
20 Class and Collective Notice to Class Members and Collective Members and shall be the last date
21 on which Class Members and Collective Members may fax, email, or mail his or her Objection to
22 the Settlement. Class Members and Collective Members to whom Notice Packets are resent after
23 having been returned undeliverable to the Administrator shall have an additional 14 calendar days
24 beyond the Response Deadline has expired.

25 1.45. "Settlement" means the disposition of the Action effected by this Agreement and
26 the Final Judgment.

27 1.46. "Superior Court" means the Superior Court of California, County of Los Angeles.
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1 **2. RECITALS**

2 2.1. On May 6, 2016, this Action was filed in the Superior Court.

3 2.2. On June 10, 2016, AMN removed this Action to the District Court.

4 2.3. The operative Third Amended Complaint (“Operative Complaint”), filed in the
5 District Court on December 26, 2016, asserts California state law claims for failure to pay overtime
6 (Cal. Labor Code §§ 510, 1194), inaccurate itemized wage statement (Cal. Labor Code § 226),
7 unfair business practices (Cal. Bus. & Prof. Code § 17200, et seq.), waiting time penalties (Cal.
8 Labor Code § 203), and PAGA penalties (Cal. Labor Code § 2698, et seq.), as well as a federal
9 claim for violation of the Fair Labor Standards Act (“FLSA”) (29 U.S.C. § 201, et seq.).

10 2.4. On October 12, 2017, following a contested motion, the District Court entered an
11 order certifying the California Class and the FLSA Collective.

12 2.5. The District Court approved a notice and opt-out procedure for the California Class
13 whereby all individuals falling within the class definition were provided written notice of the
14 District Court’s certification order and were given 90 calendar days to opt-out of the California
15 Class. Excluding the opt-outs, there are 9,717 Class Members.

16 2.6. The District Court approved a notice and opt-in procedure for the FLSA Collective
17 whereby all individual falling within the collective definition were provided written notice of the
18 District Court’s certification order and were given 90 calendar days to opt-in to the FLSA
19 Collective. Including only those individuals who timely opted-in to the FLSA Collective, there
20 are 1,032 Collective Members.

21 2.7. On June 26, 2018 the District Court issued an order on the Parties cross-motions
22 for summary judgment wherein the District Court granted summary judgment in favor of AMN as
23 to the California and FLSA overtime claims as well as to the derivative state law claims for unfair
24 business practices, waiting time penalties and the PAGA penalties predicated on alleged unpaid
25 overtime. The District Court denied summary judgment only as to the inaccurate wage statement
26 claim and the PAGA penalties predicated thereon.

1 2.8. The Parties subsequently settled, on a class and representative basis, the wage
2 statement claim and the PAGA penalties predicated thereon.

3 2.9. On July 8, 2019, after granting preliminary and final approval of the wage statement
4 settlement, the District Court entered a judgment fully and finally dispensing with the wage
5 statement claim and the PAGA penalties predicated thereon.

6 2.10. Plaintiffs thereafter appealed the District Court’s order granting summary judgment
7 in favor of AMN on the California and FLSA overtime claims and the derivative state law claims
8 for unfair business practices, waiting time penalties and PAGA penalties predicated on alleged
9 unpaid overtime.

10 2.11. On February 8, 2021, the Ninth Circuit Court of Appeals issued an opinion
11 reversing the District Court’s grant of summary judgment in favor of AMN and remanded for the
12 District Court to enter partial summary judgment in Plaintiffs’ favor and to conduct further
13 proceedings.

14 2.12. The Parties subsequently engaged in further law and motion practice and completed
15 both fact and expert discovery.

16 2.13. In July 2023, following more than 7 years of litigation, the completion of fact and
17 expert discovery, the filing of 10 contested motions, an appeal to the Ninth Circuit, a petition for
18 a writ of certiorari to the Supreme Court of the United States, and two separate mediations, the
19 Parties finally reached an agreement in principle to settle the Action with the assistance of private
20 mediator Honorable Suzanne Segal (Ret.).

21 2.14. On August 4, 2023, pursuant to a stipulation between the Parties, the District Court
22 remanded the Action to the Superior Court.

23 2.15. The Parties thereafter prepared and executed the present Agreement.

24 2.16. Prior to executing this Agreement, Plaintiffs obtained, through years of formal
25 written discovery, deposition discovery, and expert discovery, extensive documents and
26 information pertaining to, among other things, all of the policies and procedures at issue in this
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1 Action, payroll records for all Class Members and Collective Members, and the amount of unpaid
2 overtime, interest, and penalties potentially owing to the Class Members and Collective Members.

3 **3. MONETARY TERMS.**

4 3.1. Gross Settlement Amount. AMN promises to pay Fifty Nine Million Nine Hundred
5 Ninety Thousand Dollars (\$59,990,000) and no more as the Gross Settlement Amount and to
6 separately pay, with funds separate and apart from the Gross Settlement Amount, the employer's
7 share of any federal, state and/or local payroll taxes on the portion of Individual Class Payments
8 and Individual Collective Payments apportioned to wages. AMN has no obligation to pay the
9 Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.1 of
10 this Agreement. The Administrator will disburse the entire Gross Settlement Amount without
11 asking or requiring Class Members or Collective Members to submit any claim as a condition of
12 payment. None of the Gross Settlement Amount will revert to AMN.

13 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
14 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
15 the Superior Court in the Final Approval:

16 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class
17 Representatives of not more than \$10,000 to Verna Maxwell Clarke,
18 \$10,000 to Laura Wittmann, and \$5,000 to Kasie Fatig (in addition to any
19 Individual Class Payment, any Individual Collective Payment, and any
20 Individual PAGA Payment each Class Representative is entitled to receive).
21 AMN will not oppose Plaintiffs' request for Class Representative Service
22 Payments that do not exceed the amounts specified herein. As part of the
23 motion for Class Counsel Fees Payment and Class Litigation Expenses
24 Payment, Plaintiffs will file a motion for Superior Court approval for any
25 Class Representative Service Payments no later than 16 court days prior to
26 the Final Approval Hearing. If the Superior Court approves Class
27 Representative Service Payments less than the amount requested, the
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Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$19,996,666 and a Class Counsel Litigation Expenses Payment of not more than \$200,000. AMN will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for the Class Counsel Fees Payment and the Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Superior Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds AMN harmless, and indemnifies AMN, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$60,000 except for a showing of good cause and as approved by the Superior Court. To the extent the Administration Expenses are less or the Superior Court approves payment less than \$60,000, the Administrator will retain the remainder in the Net Settlement Amount.

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3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$2,382,500 to be paid from the Gross Settlement Amount, with 75% (\$1,786,875) allocated to the LWDA PAGA Payment and 25% (\$595,625) allocated to the Individual PAGA Payments.

3.2.4.1. Calculation of Individual PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$595,625) by the total number of PAGA Workweeks worked, in aggregate, by all Aggrieved Employees to determine the value for each PAGA Workweek and (b) multiplying the resulting value for each PAGA Workweek by each Aggrieved Employee’s total number of PAGA Workweeks. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Superior Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.3. Payments from Net Settlement Amount. After deducting the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, LWDA PAGA Payment, and Individual PAGA Payments from the Gross Settlement Amount, the resulting Net Settlement Amount shall be apportioned as follows:

3.3.1. To Class Members: Ninety eight percent (98%) of the Net Settlement Amount will be paid to Class Members (“California Class Settlement Fund”). Each Class Member’s Individual Class Payment will be calculated by (a) dividing the California Class Settlement Fund by the total number of

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California Overtime Hours worked, in aggregate, by all Class Members to determine the value for each California Overtime Hour and (b) multiplying the resulting value for each California Overtime Hour by the Class Member’s total California Overtime Hours. Each Class Member shall be assigned at least one (1) California Overtime Hour.

3.3.1.1. Tax Allocation of Individual Class Payments. Twenty Percent (20%) of each Class Member’s Individual Class Payment will be allocated to wages. The wage portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining Eighty Percent (80%) of each Class Member’s Individual Class Payment will be allocated to penalties and/or interest. The portion assigned to penalties and/or interest is not subject to wage withholdings and will be reported on IRS 1099 Forms. Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.3.2. To Collective Members: 2% of the Net Settlement Amount will be paid to the Collective Members (“FLSA Collective Settlement Fund”). Each Collective Member’s Individual Collective Payment will be calculated by (a) dividing the FLSA Collective Settlement Fund by the total number of FLSA Overtime Hours that were worked, in aggregate, by all Collective Members to determine a value for each FLSA Overtime Hour and (b) multiplying the resulting value for each FLSA Overtime Hour by the Collective Member’s total FLSA Overtime Hours. Each Collective Member will be assigned a minimum of one (1) FLSA Overtime Hour during the FLSA Collective Release Period.

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3.3.2.1. Tax Allocation of Individual Collective Payments. Twenty Percent (20%) of each Collective Member’s Individual Collective Payment will be allocated to wages. The wage portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining Eighty Percent (80%) of each Collective Member’s Individual Collective Payment will be allocated to penalties and/or interest. The portion allocated to penalties and/or interest is not subject to wage withholdings and will be reported on IRS 1099 Forms. Collective Members assume full responsibility and liability for any employee taxes owed on their Individual Collective Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Funding of Gross Settlement Amount. AMN shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay AMN’s share of payroll taxes, by transmitting the funds to the Administrator no later than 20 business days after the Effective Date.

4.2. Payments from the Gross Settlement Amount. Within 14 calendar days after AMN funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, all Individual Collective Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments, Individual PAGA Payments and Individual Collective Payments.

4.2.1. The Administrator will issue checks for the Individual Class Payments, Individual Collective Payments, and/or Individual PAGA Payments and send them to the Class Members and Collective Members via First Class

1 U.S. Mail, postage prepaid. The face of each check shall prominently state
2 the date (not less than 180 calendar days after the date of mailing) when the
3 check will be voided. The Administrator will cancel all checks not cashed
4 by the void date. The Administrator will send checks for Individual Class
5 Payments to all Class Members (including those for whom the Class and
6 Collective Notice was returned undelivered). The Administrator will send
7 checks for Individual PAGA Payments to all Aggrieved Employees
8 (including those for whom the Class and Collective Notice was returned
9 undelivered). The Administrator will send checks for Individual Collective
10 Payments to all Collective Members (including those for whom the Class
11 and Collective Notice was returned undeliverable). The Administrator may
12 send Class Members and Collective Members a single check combining the
13 Individual Class Payment, the Individual PAGA Payment, and the
14 Individual Collective Payments, if any. Before mailing any checks, the
15 Settlement Administrator must update the recipients' mailing addresses
16 using the National Change of Address Database.

17 4.2.2. The Administrator must conduct a Class and Collective Member Address
18 Search for all Class Members and Collective Members whose checks are
19 returned undelivered without USPS forwarding address. Within 7 calendar
20 days of receiving a returned check the Administrator must re-mail checks
21 to the USPS forwarding address provided or to an address ascertained
22 through the Class and Collective Member Address Search. The
23 Administrator need not take further steps to deliver checks to Class
24 Members and/or Collective Members whose re-mailed checks are returned
25 as undelivered. The Administrator shall promptly send a replacement check
26 to any Class Member or Collective Member whose original check was lost
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1 or misplaced, requested by the Class Member or Collective Member prior
2 to the void date.

3 4.2.3. For any Class Member or Collective Member whose Individual Class
4 Payment check, Individual PAGA Payment check, or Individual Collective
5 Payment check is uncashed and cancelled after the void date, the
6 Administrator shall transmit the funds represented by such checks to the
7 California Controller's Unclaimed Property Fund in the name of the Class
8 Member or Collective Member thereby leaving no "unpaid residue" subject
9 to the requirements of California Code of Civil Procedure Section 384,
10 subd. (b).

11 4.2.4. The payment of Individual Class Payments, Individual PAGA Payments,
12 and Individual Collective Payments shall not obligate AMN to confer any
13 additional benefits or make any additional payments to Class Members or
14 Collective Members (such as 401(k) contributions or bonuses) beyond those
15 specified in this Agreement.

16 **5. RELEASES OF CLAIMS.**

17 5.1 Plaintiffs' Individual Releases. Effective on the Funding Date, Plaintiffs Verna
18 Maxwell Clarke, Laura Wittmann and Kasie Fatig, in their individual capacity only, shall
19 irrevocably and unconditionally release, acquit, and discharge the Released Parties to the
20 maximum extent permitted by law from any and all complaints, claim, liabilities, obligations,
21 promises, agreements, controversies, damages, costs, losses, debts and expenses (including
22 attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, that
23 arose before the Effective Date.

24 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
25 purposes of Plaintiffs' releases, Plaintiffs Verna Maxwell Clarke, Laura
26 Wittman and Kasie Fatig expressly waive and relinquish the provisions,
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rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.2 Class Members' Release: Effective on the Funding Date, all Class Members shall release, throughout the California Class Release Period, the Released Parties from all "Class Released Claims," defined as: any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action, contingent or accrued, which relate to the wage and hour and California Labor Code claims alleged in the Operative Complaint or relate to other claims that could have been alleged based on the facts asserted in the Operative Complaint, including but not limited to regular and overtime rate calculations, waiting time penalties, minimum wages, timely payment of wages, wage statements, reimbursements, unlawful deductions from wages, and derivative or related claims, including but not limited to claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties of any nature whatsoever.

5.2.1 Additional Release for Aggrieved Employees: Effective on the Funding Date, all Class Members who qualify as Aggrieved Employees shall additionally release, throughout the PAGA Release Period, the Released Parties for all claims for civil penalties under the California Private Attorney General Act (Cal. Labor Code § 2698 et seq.) which relate to the wage and hour and California Labor Code claims alleged in the Operative Complaint and Plaintiffs' PAGA Notice or relate to other claims that could have been

1 7.3 Class Data and Collective Data. Not later than 15 business days after the Superior
2 Court grants Preliminary Approval of the Settlement, AMN will simultaneously deliver the Class
3 Data and Collective Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To
4 protect Class Members' and Collective Member's privacy rights, the Administrator must maintain
5 the Class Data and Collective Data in confidence, use the Class Data and Collective Data only for
6 purposes of this Settlement and for no other purpose, and restrict access to the Class Data and
7 Collective Data to Class Counsel, Defense Counsel and Administrator employees who need access
8 to the Class Data and Collective Data to effect and perform under this Agreement. AMN has a
9 continuing duty to immediately notify Class Counsel if it discovers that the Class Data or
10 Collective Data omitted Class Member or Collective Member identifying information and to
11 provide corrected or updated Class Data and Collective Data as soon as reasonably feasible.
12 Without any extension of the deadline by which AMN must send the Class Data and Collective
13 Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good
14 faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data or
15 Collective Data.

16 7.4 Notice to Class Members.

17 7.4.1 No later than five (5) business days after receipt of the Class Data and
18 Collective Data, the Administrator shall notify Class Counsel that the list
19 has been received and confirm the number of Class Members, Aggrieved
20 Employees, and Collective Members contained in the data received.

21 7.4.2 Using best efforts to perform as soon as possible, and in no event later than
22 14 calendar days after receiving the Class Data, the Administrator will send
23 to all Class Members and Collective Members identified in the Class Data
24 and Collective Data, via first-class United States Postal Service ("USPS")
25 mail, the Class and Collective Notice substantially in the form attached to
26 this Agreement as Exhibit A. Before mailing the Class and Collective
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Notice, the Administrator shall update Class Member and Collective Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class and Collective Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class and Collective Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class and Collective Member Address Search, and re-mail the Class and Collective Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class and Collective Notice to Class Members or Collective Members whose Class and Collective Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ and Collective Members’ written objections and challenges to California Overtime Hours, PAGA Workweeks, and/or FLSA Overtime Hours will be extended an additional 14 calendar days beyond the 60 calendar days otherwise provided in the Class and Collective Notice for all Class Members and Collective Members whose notice is re-mailed. The Administrator will inform the Class Member and Collective Member of the extended deadline with the re-mailed Class and Collective Notice.

7.4.5 If the Administrator, AMN or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data or Collective Data and should have received Class and Collective Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members and/or Collective Member. If the Parties agree, such persons will be Class Members and/or Collective Members entitled to

1 the same rights as other Class Members and Collective Members, and the
2 Administrator will send, via email or overnight delivery, a Class and
3 Collective Notice requiring them to exercise options under this Agreement
4 not later than 14 calendar days after receipt of Class and Collective Notice,
5 or the deadline dates in the Class and Collective Notice, whichever is later.

6 7.5 Challenges to Calculation of Overtime Hours and PAGA Workweeks. Each Class
7 Member and Collective Member shall have 60 calendar days after the Administrator mails the
8 Class and Collective Notice (plus an additional 14 calendar days for Class Members and Collective
9 Members whose Class and Collective Notice is re-mailed) to challenge the number of California
10 Overtime Hours, PAGA Workweeks, and/or FLSA Overtime Hours allocated to him or her in the
11 Class and Collective Notice. The Class Member and/or Collective Member may challenge the
12 allocation by communicating with the Administrator via fax, email or mail. The Administrator
13 must encourage the challenging Class Member and/or Collective Member to submit supporting
14 documentation. In the absence of any contrary documentation, the Administrator is entitled to
15 presume that the California Overtime Hours, PAGA Workweeks, and FLSA Overtime Hours
16 contained in the Class and Collective Notice are correct so long as they are consistent with the
17 Class Data and/or Collective Data. The Administrator's determination of each Class Member's
18 and/or Collective Member's allocation of California Overtime Hours, FLSA Overtime Hours,
19 and/or PAGA Workweeks shall be final and not appealable or otherwise susceptible to challenge.
20 The Administrator shall promptly provide copies of all challenges to calculation of California
21 Overtime Hours, PAGA Workweeks, and/or FLSA Overtime Hours to Defense Counsel and Class
22 Counsel and the Administrator's determination of the challenges.

23 7.6 Objections to Settlement.

24 7.6.1 Class Members and Collective Members may object to the Settlement,
25 including contesting the fairness of the Settlement, and/or amounts
26 requested for the Class Counsel Fees Payment, Class Counsel Litigation
27 Expenses Payment and/or Class Representative Service Payments.
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1 7.6.2 Class Members and Collective Members may send written objections to the
2 Administrator, by fax, email, or mail. In the alternative, Class Members
3 and Collective Members may appear in Superior Court (or hire an attorney
4 to appear in Superior Court) to present verbal objections at the Final
5 Approval Hearing. A Class Member and/or Collective Member who elects
6 to send a written objection to the Administrator must do so not later than 60
7 calendar days after the Administrator's mailing of the Class and Collective
8 Notice (plus an additional 14 calendar days for Class Members and/or
9 Collective Members whose Class and Collective Notice was re-mailed).

10 7.7 Administrator Duties. The Administrator has a duty to perform or observe all tasks
11 to be performed or observed by the Administrator contained in this Agreement or otherwise.

12 7.7.1 Website, Email Address and Toll-Free Number. The Administrator will
13 establish and maintain and use an internet website to post information of
14 interest to Class and Collective Members including the date, time and
15 location for the Final Approval Hearing and copies of the Agreement,
16 motion for preliminary approval, the Preliminary Approval, the Class and
17 Collective Notice, the motion for final approval, the motion for Class
18 Counsel Fees Payment, Class Counsel Litigation Expenses Payment and
19 Class Representative Service Payments, the Final Approval and the
20 Judgment. The Administrator will also maintain and monitor an email
21 address and a toll-free telephone number to receive Class Member calls,
22 faxes and emails.

23 7.7.2 Weekly Reports. The Administrator must, on a weekly basis, provide
24 written reports to Class Counsel and Defense Counsel that, among other
25 things, tally the number of: Class and Collective Notices mailed or re-
26 mailed, Class and Collective Notices returned undelivered, objections
27 received, challenges to California Overtime Hours, FLSA Overtime Hours,
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and/or PAGA Workweeks received and/or resolved, and checks mailed to Class Member and Collective Members (“Weekly Report”). The Weekly Reports must attach copies of all objections received.

7.7.3 Administrator’s Declaration. Not later than 14 calendar days before the date by which Plaintiffs are required to file the motion for final approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Superior Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class and Collective Notice, the Class and Collective Notices returned as undelivered, the re-mailing of Class and Collective Notices, attempts to locate Class Members and Collective Members, and the number of written objections. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Superior Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Superior Court.

7.7.4 Final Report by Settlement Administrator. Within 10 calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 calendar days before any deadline set by the Superior Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Superior Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Superior Court.

8. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Superior Court, a motion for final approval of the

1 Settlement, a proposed final approval order and a proposed Final Judgment (collectively “Motion
2 for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later
3 than 5 calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense
4 Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve
5 any disagreements concerning the Motion for Final Approval.

6 8.1 Response to Objections. Each Party retains the right to respond to any objection
7 raised by a Class Member or Collective Member, including the right to file responsive documents
8 in Superior Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise
9 ordered or accepted by the Superior Court.

10 8.2 Duty to Cooperate. If the Superior Court does not grant Final Approval or
11 conditions Final Approval on any material change to the Settlement (including, but not limited to,
12 the scope of release to be granted by Class Members or Collective Member), the Parties will
13 expeditiously work together in good faith to address the Superior Court’s concerns by revising the
14 Agreement as necessary to obtain Final Approval. The Superior Court’s decision to award less
15 than the amounts requested for the Class Representative Service Payments, Class Counsel Fees
16 Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment
17 shall not constitute a material modification to the Agreement within the meaning of this paragraph.

18 8.3 Continuing Jurisdiction of the Superior Court. The Parties agree that, after entry of
19 Judgment, the Superior Court will retain jurisdiction over the Parties, Action, and the Settlement
20 solely for purposes of (i) enforcing this Agreement and/or Final Judgment, (ii) addressing
21 settlement administration matters, and (iii) addressing such post-judgment matters as are permitted
22 by law.

23 8.4 Waiver of Right to Appeal. Provided the Final Judgment is consistent with the
24 terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment
25 and Class Counsel Litigation Expenses Payment reflected in this Agreement, the Parties, their
26 respective counsel, and all Class Members and Collective Members who did not object to the
27 Settlement as provided in this Agreement, waive all rights to appeal from the Final Judgment,
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1 including all rights to post-judgment and appellate proceedings, the right to file motions to vacate
2 judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not
3 include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the
4 Final Judgment, the Parties' obligations to perform under this Agreement will be suspended until
5 such time as the appeal is finally resolved and the Final Judgment becomes final, except as to
6 matters that do not affect the amount of the Net Settlement Amount.

7 8.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If an
8 appellate court vacates, reverses, or modifies the Final Judgment in a manner that requires a
9 material modification of this Agreement (including, but not limited to, the scope of release to be
10 granted by Class Members and Collective Members), this Agreement shall be null and void. The
11 Parties shall nevertheless expeditiously work together in good faith to address the appellate court's
12 concerns and to obtain Final Approval and entry of Final Judgment, sharing, on a 50-50 basis, any
13 additional administration expenses reasonably incurred after remittitur. An appellate decision to
14 vacate, reverse, or modify the Superior Court's award of the Class Representative Service
15 Payments or any payments to Class Counsel shall not constitute a material modification of the
16 Final Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount
17 remains unchanged.

18 9. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
19 Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed
20 amended judgment.

21 10. **ADDITIONAL PROVISIONS.**

22 10.1 No Admission of Liability. This Agreement represents a compromise and
23 settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed
24 as an admission by AMN that any of the allegations in the Operative Complaint have merit or that
25 AMN has any liability for any claims asserted; nor should it be intended or construed as an
26 admission by Plaintiffs that AMN's defenses in the Action have merit. If, for any reason the
27 Superior Court does not grant Preliminary Approval, Final Approval or enter Final Judgment,
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1 AMN reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to
2 contest AMN's defenses. The Settlement, this Agreement and Parties' willingness to settle the
3 Action will have no bearing on, and will not be admissible in connection with, any litigation
4 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

5 10.2 Confidentiality Prior to Preliminary Approval. Plaintiffs and Class Counsel agree
6 that, until the motion for preliminary approval is filed, they and each of them will not disclose,
7 disseminate and/or publicize, or cause or permit another person to disclose, disseminate or
8 publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any
9 person, corporation, association, government agency, or other entity except: (1) to the Parties'
10 attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
11 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
12 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to
13 an inquiry or subpoena issued by a state or federal government agency. This paragraph does not
14 restrict Class Counsel's communications with Class Members or Collective Members in
15 accordance with Class Counsel's ethical obligations owed to Class Members and Collective
16 Members.

17 10.3 No Solicitation. The Parties separately agree that they and their respective counsel
18 and employees will not solicit any Class Member or Collective Members to object to the
19 Settlement, or appeal from the Final Judgment. Nothing in this paragraph shall be construed to
20 restrict Class Counsel's ability to communicate with Class Members and Collective Members in
21 accordance with ethical obligations owed to Class Members and Collective Members.

22 10.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
23 Agreement together with its attached exhibits shall constitute the entire agreement between the
24 Parties relating to the Settlement, superseding any and all oral representations, warranties,
25 covenants, or inducements made to or by any Party.

26 10.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
27 and represent that they are authorized by Plaintiffs and AMN, respectively, to take all appropriate
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1 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
2 its terms, and to execute any other documents reasonably required to effectuate the terms of this
3 Agreement including any amendments to this Agreement.

4 10.6 Cooperation. The Parties and their counsel will cooperate with each other and use
5 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
6 the Agreement, submitting supplemental evidence and supplementing points and authorities as
7 requested by the Superior Court. In the event the Parties are unable to agree upon the form or
8 content of any document necessary to implement the Settlement, or on any modification of the
9 Agreement that may become necessary to implement the Settlement, the Parties will seek the
10 assistance of a mediator and/or the Superior Court for resolution.

11 10.7 No Prior Assignments. The Parties separately represent and warrant that they have
12 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
13 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
14 action, or right released and discharged by the Party in this Settlement.

15 10.8 No Tax Advice. Neither Plaintiffs, Class Counsel, AMN nor Defense Counsel are
16 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
17 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
18 10, as amended) or otherwise.

19 10.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
20 modified, changed, or waived only by an express written instrument signed by all Parties or their
21 representatives, and approved by the Superior Court.

22 10.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
23 to the benefit of, the successors of each of the Parties.

24 10.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
25 be governed by and interpreted according to the internal laws of the state of California, without
26 regard to conflict of law principles.

1 10.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
2 preparation of this Agreement. This Agreement will not be construed against any Party on the basis
3 that the Party was the drafter or participated in the drafting.

4 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement
5 is inserted for convenience of reference only and does not constitute a part of this Agreement.

6 10.14 Execution in Counterparts. This Agreement may be executed in one or more
7 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
8 Agreement shall be accepted as an original. All executed counterparts and each of them will be
9 deemed to be one and the same instrument if counsel for the Parties will exchange between
10 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
11 the existence and contents of this Agreement.

12 10.15 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
13 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
14 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
15 date to bring a case to trial under CCP section 583.310 for the entire period of the approval process.

16 **REPRESENTATIVE PLAINTIFFS**

17 Date: 9/10/2023

18 
Verna Maxwell Clarke (Sep 10, 2023 10:45 EDT)

Verna Maxwell Clarke

19 Date: _____

20 _____
Laura Wittmann

21 Date: _____

22 _____
Kasie Fatig

23
24 **AMN SERVICES, LLC**

25 Date: _____

26 _____
Whitney Laughlin
27 Deputy General Counsel

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2 preparation of this Agreement. This Agreement will not be construed against any Party on the basis
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14 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
15 date to bring a case to trial under CCP section 583.310 for the entire period of the approval process.

16 **REPRESENTATIVE PLAINTIFFS**

17 Date: _____
18 _____
19 Verna Maxwell Clarke

20 Date: _____
21 _____
22 Laura Wittmann

23 Date: 9/8/2023
24 _____
25 *Kasie Fatig*
26 Kasie Fatig (Sep 8, 2023 15:01 PDT)
27 Kasie Fatig

28 **AMN SERVICES, LLC**

Date: _____

Whitney Laughlin
Deputy General Counsel

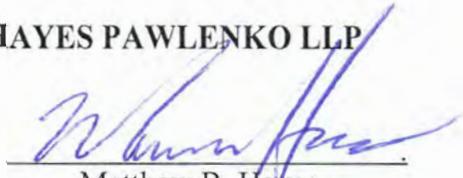
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APPROVED AS TO FORM AND CONTENT

Dated: September 10, 2023

HAYES PAWLENKO LLP

By:



Matthew B. Hayes
Kye D. Pawlenko
Attorneys for Plaintiff

Dated: September __, 2023

AKERMAN LLP

By:



Sarah Kroll-Rosenbaum
Anthony D. Sbardellati
Attorneys for Defendant

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APPROVED AS TO FORM AND CONTENT

Dated: September __, 2023

HAYES PAWLENKO LLP

By: _____
Matthew B. Hayes
Kye D. Pawlenko
Attorneys for Plaintiff

Dated: September 15, 2023

AKERMAN LLP

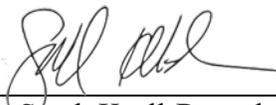
By: _____

Sarah Kroll-Rosenbaum
Anthony D. Sbardellati
Attorneys for Defendant

EXHIBIT A

COURT APPROVED NOTICE OF CLASS AND COLLECTIVE SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Clarke, et al. v. AMN Services, LLC, Los Angeles Superior Court Case No. BC619695

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

TO:

California Class Members: All non-exempt hourly employees employed by AMN Services, LLC in California from September 11, 2013 through October 12, 2017 who worked overtime during one or more pay periods from September 11, 2013 through October 12, 2017 pursuant to a Professional Services Agreement that provided for per diem adjustments based on the number of hours and/or shifts missed and had the value of per diem benefits excluded from their regular rate for purposes of calculating overtime and did not previously opt-out of the class.

FLSA Collective Members: All non-exempt hourly employees employed by AMN Services, LLC in California at any time since September 13, 2013 or outside California at any time since December 15, 2013 whose employment was governed by a Professional Services Agreement that provided for per diem adjustments based on the number of hours and/or shifts missed and had the value of per diem benefits excluded from their regular rate for purposes of calculating overtime and previously returned a consent to join form (i.e., opted into) the collective.

You may be entitled to receive money from a class and collective action lawsuit (“Action”) against AMN Services, LLC, (“AMN”). The Action is brought by former employees Verna Maxwell Clarke, Laura Wittmann, and Kasie Fatig (“Plaintiffs”) and seeks payment of (1) unpaid overtime under California law for the California Class Members, (2) penalties under the California Private Attorney General Act (“PAGA”) for those California Class Members who worked for AMN in California between May 6, 2015 and [preliminary approval] (“Aggrieved Employees”), and (3) unpaid overtime under federal law for the FLSA Collective.

The proposed Settlement has three parts: (1) Individual Class Payments to California Class Members, (2) Individual PAGA Payments to Class Members who qualify as Aggrieved Employees, and (3) Individual Collective Payments to FLSA Collective Members.

Based on the Parties’ records, you are a ___ California Class Member, ___ Aggrieved Employee and/or ___ FLSA Collective Member. According to AMN’s records, **your Individual Class Payment is estimated to be \$_____ (less withholdings), Individual PAGA Payment is estimated to be \$_____, and your Individual Collective Payment is estimated to be \$_____ (less withholdings).** The actual amount received may be different.

The above estimates are based on AMN’s records showing that **you worked _____ overtime hours** in California as a California Class Member during the Class Release Period (September 13, 2013 through January 24, 2021), **you worked ___ workweeks** in California as an Aggrieved Employee during the PAGA Release Period (May 6, 2015 through [preliminary approval]), and **you worked ___ FLSA Overtime Hours** (hours over 40 per week) as a FLSA Collective Member during the FLSA Release Period (July 2, 2016 through January 24, 2021). If any of the above numbers are incorrect, you can submit a challenge by the deadline date. See **Section 8** of this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>DO NOTHING AND RECEIVE A PAYMENT</p>	<p>If you do nothing, you will be eligible for a payment under the Settlement. In exchange, you will give up your right to assert the claims against AMN that are covered by the Settlement.</p>
<p>OBJECT TO THE SETTLEMENT</p> <p>Written Objections Must be Submitted by _____</p>	<p>All California Class Members and FLSA Collective Members can object to any aspect of the proposed Settlement. If you believe any part of the Settlement is unreasonable or unfair, including the amounts allocated to Class Counsel and Plaintiffs, you can submit an objection, advising the Court why you oppose the Settlement. See Section 12 of this Notice.</p>
<p>PARTICIPATE IN THE _____ FINAL APPROVAL HEARING</p>	<p>You do not have to attend the Final Approval Hearing, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person, by telephone or by using the Court’s virtual appearance platform. Members of the California Class and FLSA Collective can verbally object to the Settlement at the Final Approval Hearing. See Section 13 of this Notice.</p>
<p>CHALLENGE YOUR OVERTIME HOURS/WORKWEEKS</p> <p>Written Challenges Must be Submitted by _____</p>	<p>The amount of your estimated payment is based on the amount of overtime hours and/or workweeks you are credited with working as a California Class Member, Aggrieved Employee, and/or FLSA Collective Member. The overtime hours and/or workweeks you have been credited with working are listed on page 1 of this Notice and in Section 7 below. If you disagree with the number[s] listed for you, you must submit a challenge by _____. See Section 8 of this Notice.</p>

AMN will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. WHY AM I RECEIVING THIS NOTICE?

You are receiving this notice because records identify you as [check as applicable] ___ a California Class Member and/or ___ a FLSA Collective Member, as those terms are described on the first page of this Notice.

The purpose of this Notice is to explain the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how they will be distributed.

The Court currently in charge of the Action is the Los Angeles Superior Court. The Action is known as *Clarke, et al. v. AMN Services, Inc.*, Case No. BC619695, and is assigned to the Honorable David S. Cunningham, Superior Court Judge.

On [REDACTED], 2023, the Court entered an order granting preliminary approval of a proposed Settlement and directing that this Notice be sent to current class and collective members because they have a right to know about the proposed Settlement, and about all their options, before the Court decides whether to grant final approval of the proposed Settlement.

2. WHAT IS THE LAWSUIT ABOUT?

The Action alleges that AMN underpaid its non-exempt employees overtime in violation of both California state law and federal law by excluding the value of weekly meal, incidental, and housing benefits from the calculation of overtime pay rates. The Action alleges that AMN was required to include the value of these benefits in calculating overtime rates of pay. The Action seeks to recover unpaid overtime, liquidated damages, and penalties under both California and federal law. AMN disputes all claims asserted in the Action and maintains that it properly paid its employees.

3. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Counsel for the Class/Collective (“Class Counsel”)

Hayes Pawlenko LLP
Matthew B. Hayes
Kye D. Pawlenko
1414 Fair Oaks Ave., Unit 2B
South Pasadena, CA 91030
Tel: 626.808.4357

Counsel for AMN

Akerman LLP
Sarah Kroll-Rosenbaum
Anthony D. Sbardellati
601 West Fifth Street, Suite 300
Los Angeles, CA 90071
Tel: 213.688.9500

4. WHY IS THERE A SETTLEMENT?

Plaintiffs have agreed to the proposed Settlement because they believe that it will provide prompt, certain, and substantial benefits to the class and collective. These benefits were compared with the risk of a significantly smaller recovery, or potentially no recovery, following a contested trial and appeal, which could take years to resolve. AMN, which vigorously denies all allegations of wrongdoing or liability whatsoever, has agreed to the proposed Settlement to eliminate the burden, expense, uncertainty, and distraction of further litigation.

5. WHAT IS THE SETTLEMENT AMOUNT?

The proposed Settlement provides for a gross payment by AMN of \$59,990,000 (referred to as the “Gross Settlement Fund”). Class Counsel will apply to the Court for attorneys’ fee of not more than one third (1/3) of the Gross Settlement Fund (\$19,996,666) and for reimbursement of litigation costs of no more than \$200,000. Class Counsel will also apply for a class representative service award of no more than \$10,000 each to Verna Maxwell Clarke and Laura Wittmann and \$5,000 to Kasie Fatig for their work and efforts prosecuting this case. Settlement administration costs not to exceed \$60,000 and a payment of \$2,382,500 in civil penalties (“PAGA Penalties”) will also be deducted from the Gross Settlement Fund. The exact amount of attorneys’ fees, litigation costs, class representative service award, and settlement administration costs to be deducted from the Gross Settlement Fund will be determined by the Court at the Final Approval

Hearing.

The remaining portion of the Gross Settlement Fund – the “Settlement Pool” – is currently estimated to be approximately \$37,325,834. The Settlement Pool will be apportioned and paid out to members of the California Class and FLSA Collective. **You are not required to do anything to receive a payment from the Settlement Pool.**

6. HOW WILL THE INDIVIDUAL SETTLEMENT PAYMENTS BE CALCULATED?

The Settlement Pool will be divided into a California Class Fund consisting of 98% the Settlement Pool (estimated to be approximately \$36,579,317.32) and a FLSA Collective Fund consisting of 2% of the Settlement Pool (estimated to be approximately \$746,516.68).

The California Class Fund will be allocated pro rata among California Class Members based on the number of overtime hours worked in California (“California Overtime Hours”) from September 11, 2013 through January 24, 2021 (“California Class Release Period”). The California Class Fund will first be divided by the aggregate number of California Overtime Hours worked during the California Class Release Period by the entire California Class to determine the monetary value of each California Overtime Hour. Each California Class member’s share of the California Class Fund will then be calculated by multiplying that individual’s number of California Overtime Hours by the monetary value of each California Overtime Hour.

The FLSA Collective Fund will be allocated pro rata among FLSA Collective Members based on the number of FLSA Overtime Hours (hours over 40 per week) each member worked in the United States from July 2, 2016 through January 24, 2021 (“FLSA Collective Release Period”). The FLSA Collective Fund will first be divided by the aggregate number of FLSA Overtime Hours worked by the entire FLSA Collective during the FLSA Collective Release Period to determine the monetary value of each FLSA Overtime Hour. Each FLSA Collective member’s share of the FLSA Collective Fund will then be calculated by multiplying that individual’s total number of FLSA Overtime Hours by the monetary value of each FLSA Overtime Hour.

With respect to the \$2,382,500 in PAGA Penalties, seventy five percent (75%) of this amount (\$1,786,875) will be paid to the California Labor & Workforce Development Agency and the remaining twenty five percent (25%) of this amount (\$595,625) (“Aggrieved Employee Fund”) will be distributed to those members of the California Class who qualify as Aggrieved Employees because they worked in California from May 5, 2015 through [preliminary approval] (“PAGA Release Period”). The Aggrieved Employee Fund will be divided pro rata among the Aggrieved Employees based on the number of workweeks worked in California (“PAGA Workweeks”) within the PAGA Release Period. The Aggrieved Employee Fund will first be divided by the aggregate number of PAGA Workweeks worked by all Aggrieved Employees during the PAGA Release Period to determine the monetary value of each PAGA Workweek. Each Aggrieved Employee’s share of the Aggrieved Employee Fund will then be calculated by multiplying that individual’s total number of PAGA Workweeks by the monetary value of each PAGA Workweek.

7. HOW MUCH WILL MY PAYMENT BE?

The total amount of your settlement payment is estimated to be \$ _____. That amount is based on your membership in [check as applicable] _____ the California Class, _____ the Aggrieved Employees and/or _____ the FLSA Collective and AMN’s records showing that you worked: [insert one or more of the below as applicable for each individual]

[_____ California Overtime Hours from September 11, 2013 through January 24, 2021.

[_____ PAGA Workweeks from May 6, 2015 through [date of preliminary approval order];

and/or

_____ FLSA Overtime Hours from July 2, 2016 through January 24, 2021.

8. WHAT SHOULD I DO IF MY OVERTIME HOURS OR WORKWEEKS ARE INCORRECT?

If you believe the amount of the California Overtime Hours, PAGA Workweeks, and/or FLSA Overtime Hours stated above is incorrect, you have until [60 days from mailing of Notice] to submit a challenge to the Settlement Administrator, CPT Group, Inc. To submit a challenge, you must send a letter to the Settlement Administrator stating what you believe to be the correct number of California Overtime Hours, PAGA Workweeks, and/or FLSA Overtime Hours and include any documents or other information that supports your assertion. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve the challenge based on your submission and input from Class Counsel and AMN’s Counsel. The Settlement Administrator’s decision is final. You cannot appeal or otherwise challenge its final decision. Your letter must be postmarked on or before _____, 2024 [60 days from mailing of Notice] and sent to the following address:

[Class Administrator Address Line 1]
[Class Administrator Address Line 2]
[Class Administrator Address Line 3]

9. DO I HAVE TO TAKE ANY ACTION TO RECEIVE A PAYMENT?

No. To receive your settlement payment, you do not need to do anything. You will receive a payment because you are an identified member of the California Class and/or FLSA Collective. However, it is your responsibility to keep the Settlement Administrator informed of any change in your address. Your settlement payment will be mailed to the last known address the Settlement Administrator has on file for you. Settlement checks should be deposited soon after receipt. Checks uncashed after 180 days will be voided and the funds sent to the State of California Controller’s Office of Unclaimed Funds in the name of the class and/or collective member.

10. WHEN WILL I GET MY PAYMENT?

Settlement payments will be distributed only if the Court approves the proposed settlement. The Court will hold a final approval hearing on _____, 2024 to decide whether to finally approve the proposed Settlement. If the Court grants final approval and there is no appeal of that order, Settlement payments will be distributed approximately three months after the Court enters a judgment approving the Settlement. If there is an appeal of the Court's judgment granting final approval, however, the approval process will take additional time to resolve and could last for more than a year.

11. WHAT CLAIMS AM I RELEASING?

If the proposed Settlement is finally approved by the Court, members of the California Class and/or FLSA Collective will release the following claims upon AMN's funding of the Gross Settlement Fund:

California Class Release: All California Class Members will release, throughout the California Class Release Period (September 11, 2013 through January 24, 2021), AMN and any parent, subsidiary, affiliate, predecessor or successor thereof, including but not limited to all agents, employees, officers, directors, attorneys, and healthcare facility clients thereof (collectively, "Released Parties") from all "Class Released Claims," defined as: any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action, contingent or accrued, which relate to the wage and hour and California Labor Code claims alleged in the operative complaint or relate to other claims that could have been alleged based on the facts asserted in the operative complaint, including but not limited to regular and overtime rate calculations, waiting time penalties, minimum wages, timely payment of wages, wage statements, reimbursements, unlawful deductions from wages, and derivative or related claims, including but not limited to claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties of any nature whatsoever.

Additional Release by Class Members Who Qualify as Aggrieved Employees: All California Class Members who qualify as Aggrieved Employees shall additionally release, throughout the PAGA Release Period, the Released Parties for all claims for civil penalties under the California Private Attorney General Act (Cal. Labor Code § 2698 et seq.) which relate to the wage and hour and California Labor Code claims alleged in the operative complaint and Plaintiffs' PAGA Notice or relate to other claims that could have been alleged based on the facts asserted in the operative complaint and Plaintiffs' PAGA Notice.

FLSA Collective Release: All FLSA Collective Members shall release, throughout the FLSA Collective Release Period, the Released Parties for all "FLSA Released Claims," defined as: any and all claims, debts, liabilities, demands obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action, contingent or accrued, which relate to the FLSA unpaid overtime claim alleged in the operative complaint or relate to other FLSA claims that could have been alleged based on the facts asserted in the operative complaint.

12. HOW DO I OBJECT TO THE SETTLEMENT?

All California Class Members and FLSA Collective members have the right to object to any aspect of the Settlement, including the amounts allocated to Class Counsel and Plaintiffs. If the Court rejects your objection and approves the Settlement, you will still be bound by the terms of the Settlement. To object, you can mail a written objection to the Settlement Administrator at the following address:

CPT Group, Inc.
[Address Line 1]
[Address Line 2]

The objection should (1) be in writing; (2) include the objector's full name and address; (3) include the last four digits of the objector's Social Security Number; (4) clearly identify the case name and number (*Clarke, et al. v. AMN Services, Inc.*, Case No. BC619695), (5) state the legal and/or factual basis for the objection and include any supporting documents; (6) be mailed to the Settlement Administrator at the address above, postmarked on or before ____, 2024 [60 days from mailing Notice Packet]. The Court will listen to California Class Members and FLSA Collective Members who ask to speak regarding their objections at the Final Approval Hearing, regardless of whether they submitted a timely written objection.

13. WHEN AND WHERE IS THE FINAL APPROVAL HEARING AND HOW CAN I ATTEND?

The Court will hold a Final Approval Hearing on _____, 2024, in Department 11 of the California Superior Court for the County of Los Angeles, 312 N. Spring Street, Los Angeles, California 90012, on [DATE] at [TIME], or such other later date as the Court may authorize, to determine whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also be asked to approve Plaintiffs' service awards, Class Counsel's attorneys' fees and reimbursement of litigation costs, and the Settlement Administrator's fees and costs. The hearing may be continued without further notice to California Class Members and FLSA Collective Members. However, if you submitted a timely objection, Class Counsel will advise you of the continued hearing date and time.

You do not have to attend the Final Approval Hearing, but you may do so at your own expense. You may also pay your own lawyer to attend, but it is not necessary to do so.

You may remotely appear at the Final Approval Hearing by using the Court Connect procedure at <https://www.lacourt.org/lacc/>. You may also attend the Final Approval Hearing in person, but under the Los Angeles Superior Court's March 25, 2022 General Order, you must adhere to the following rules when accessing the courthouse:

1. Clerks' Office and Self-Help Center Appointment:

In the interest of safeguarding the well-being of court users, persons seeking services from the Clerk's Office, court support services, and/or the Self-Help Centers are encouraged to schedule appointments. For telephone or video assistance, or to schedule an appointment, the telephone number for each courthouse is listed at the courthouse entry and posted on the Court's website, ww.lacourt.org.

2. Face Coverings:

Use of face coverings in courthouses is strongly encouraged. Due to the evolving nature of the pandemic, you should check for the latest updated on accessing the courthouse by viewing the Court's website at <https://www.lacourt.org/newsmedia/notices/newsrelease>.

14. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything the Parties have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement, the judgment or any other Settlement documents is to go to the Settlement Administrator's website at <http://www.lacourt.org/casesummary/ui/index.aspx>. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. BC619695. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel

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1414 Fair Oaks Ave., Unit 2B

South Pasadena, CA 91030

626.808.4357

Settlement Administrator

CPT Group, Inc.

[email]

[mailing address]

[mailing address]

[Telephone No.]

[Fax No.]

15. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your Settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund (tel. 1-800-992-4647) for instructions on how to retrieve the funds.

16. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.