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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

LINDSEY SUMNICHT, ZOLA STAMPER,
and FARRAH ALIZADEH, individuals, on
behalf of themselves and on behalf of all
persons similarly situated,

Plaintiffs,

vs.

AMN SERVICES, LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **22CV397191**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: January 7, 2026
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: April 22, 2022
Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiffs Lindsey Sumnicht, Zola Stamper, and Farrah Alizadeh (“Plaintiffs”)
4 in this matter. As such, I am fully familiar with the facts, pleadings and history of this matter. The
5 following facts are within my own personal knowledge, and if called as a witness, I could testify
6 competently to the matters stated herein.

7 2. This declaration is being submitted in support of the Plaintiffs’ unopposed motion by
8 for preliminary approval of the proposed class action settlement with Defendant AMN Services,
9 LLC (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the proposed
10 settlement of this class action with Defendant; (2) or settlement purposes only, conditionally
11 certifying the Class, which is comprised of “all of Defendant's non-exempt employees who were
12 assigned to work at any facility in California at any time during the Class Period”, i.e., July 8, 2021
13 through September 17, 2025; (3) provisionally appointing Plaintiffs as the representatives of the
14 Class; (4) provisionally appointing Blumenthal Nordrehaug Bhowmik De Blouw LLP and Haines
15 Law Group APC as Class Counsel for the Class; (5) approving the form and method for providing
16 notice to the Class of the proposed settlement; (6) directing that notice of the proposed settlement be
17 given to the Class; (7) appointing Apex Class Action as the Administrator; and (8) scheduling a
18 final approval hearing date, proposed for June 3, 2026, to consider the Plaintiffs’ motion for final
19 approval of the settlement and for approval of attorneys’ fees, expenses and the service awards.
20 Plaintiffs and Defendant have reached a full and final settlement of the above-captioned action,
21 which is set forth in the Class Action and PAGA Settlement Agreement (the “Agreement”) filed
22 concurrently with the Court. Attached hereto as Exhibit #1 is a copy of the fully executed Class
23 Action and PAGA Settlement Agreement (“Agreement”) along with exhibits thereto. The form of
24 the Agreement is based upon the Los Angeles County Superior Court model form for a class and
25 PAGA settlement. This Declaration incorporates by reference the definitions in the Agreement, and
26 all terms defined therein shall have the same meaning as set forth in the Agreement.

1 Fairness of Settlement

2 3. As consideration for this Settlement, the Gross Settlement Amount is Four Million
3 Dollars (\$4,000,000) to be paid by Defendant, as set forth in the Agreement. The Gross Settlement
4 Amount will settle all issues pending in the Action between the Parties and will be made in full and
5 final settlement of the released claims. The Gross Settlement Amount includes all payments of
6 Individual Class Payments to the Participating Class Members, the Administration Expenses
7 Payment to the Administrator, the Class Counsel Fees Payment and Class Counsel Litigation
8 Expenses Payment to Class Counsel, the Class Representative Service Payments to Plaintiffs, and
9 the PAGA Penalties payment to the California Labor and Workforce Development Agency (the
10 “LWDA”) and the Aggrieved Employees. The Gross Settlement Amount does not include the
11 employer’s share of payroll taxes which will be separately paid by Defendant. The Settlement is all-
12 in with no reversion to Defendant and no need for Class Members to submit claim forms. The
13 following is a table of the key financial terms of the Settlement and the proposed deductions:

14 **\$4,000,000** (Gross Settlement Amount)

- 15 - \$30,000 (Plaintiffs’ proposed service awards - not to exceed \$10,000 each)
16 - \$35,000 (Class Counsel Litigation Expenses - not to exceed amount)
17 - \$1,333,333 (Class Counsel Fees Payment - not to exceed one-third of settlement)
18 - \$100,000 (PAGA Penalties - 75% to LWDA / 25% to Aggrieved Employees)
19 - \$75,000 (Administration Expenses Payment - not to exceed amount)

20 **\$2,436,667** (Net Settlement Amount)

21 4. The relief provided in the Settlement will benefit all members of the Class. The
22 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
23 Payments to the Class Members are all determined under a neutral methodology. Each Participating
24 Class Member will receive the same opportunity to participate in and receive payment through a
25 neutral formula that is based upon the Workweeks worked by that individual.

26 5. On June 17, 2025, the Parties participated in an all-day mediation session presided
27 over by Monique Ngo-Bonnici, Esq., a respected and experienced mediator of wage and hour class
28 actions. In preparation for the mediation, Defendant provided Class Counsel with additional

1 information on an informal basis, beyond the information and documents provided in formal
2 discovery, including the Class payroll data, timekeeping data, meal waiver data, meal and rest
3 period attestation data, data points derived from the various data files, all relevant policies, all
4 documents pertaining to the plaintiffs, and all relevant handbooks. Plaintiffs analyzed the data files
5 with the assistance of a damages expert, Berger Consulting, and prepared and submitted a mediation
6 brief and damage valuation to the Mediator. Following the all-day mediation, the Parties agreed to
7 settle the action on the terms proposed by the mediator following a day of hard fought negotiations,
8 and their agreement was memorialized in the form of a Memorandum of Understanding. The final
9 terms of the Settlement were negotiated and set forth in the Agreement now presented for this
10 Court's approval. Importantly, Plaintiffs and Class Counsel believe that this Settlement is fair,
11 reasonable and adequate.

12 6. Based upon 13,802 Class Members who collectively worked 414,949 Workweeks
13 (Declaration of Anthony Sbardellati), the Gross Settlement Amount provides a value of \$289.81 per
14 Class Member and \$9.63 per Workweek and, after deductions, the Net Settlement Amount provides
15 an average recovery of \$175.81 per Class Member and \$5.94 per Workweek. The calculations to
16 compensate for the amount due to the Class Members at the time the Settlement was negotiated
17 were calculated by Plaintiffs' expert, Berger Consulting, in advance of mediation. Class Counsel
18 analyzed the data for putative class members and determined the potential maximum damages for
19 the class claims. For the Class, the maximum potential damages for alleged off-the-clock work at
20 10 minutes per week was \$3,543,794, the maximum potential damages for the alleged
21 miscalculation of the regular rate when paying meal and rest premiums and sick pay is \$118,777, the
22 maximum potential damages for alleged meal period violations were estimated to be \$6,424,353
23 based upon a 42% violation rate observed in the time records and after deduction of meal period
24 premiums paid by Defendant and a reduction of 75% of the violations which were subject to health
25 care worker meal waivers under *Gerard v. Orange Coast Mem'l Med. Ctr.*, 6 Cal. 5th 443 (2018)
26 and on-duty meal agreements, the maximum potential damages for alleged rest period violations
27 were estimated to be \$10,373,831 based upon the informed assumption that the employees missed 1
28 rest break every other week and after deduction of rest period premiums paid, and the maximum

1 potential damages for the alleged failure to reimburse business expenses were calculated to be
2 \$599,755 based upon \$5 per month. As to the overtime claim based upon the alleged miscalculation
3 of the regular rate, (1) the exclusion of the per diems and other compensation from the regular rate
4 arguably resulted in \$10,179,646 in alleged underpaid overtime damages, but (2) the existence of
5 overpayments resulted in offsets that reduced the maximum overtime exposure to \$3,990,956, and
6 (3) Defendant argued that there was no overtime exposure, because the per diems were properly
7 excluded from the regular rate under 29 U.S.C. § 207(e)(2), in which case the offsets would have
8 exceeded the alleged overtime underpayment resulting in \$0 overtime exposure. In total, the
9 soaking wet damages for the Class - if Plaintiffs proved all of their claims and obtained the
10 maximum possible damages - were calculated to have a maximum potential total value of
11 \$25,051,466. In addition, Plaintiffs calculated that the maximum value of the potential waiting time
12 penalties were \$190,119,899, depending on the predicate violation, and the maximum value of the
13 potential wage statement penalties were \$30,613,050.¹ Defendant presented substantial evidence
14 and strong legal analysis undermining Plaintiffs' claims and vigorously disputed Plaintiffs'
15 calculations. In fact, Defendant's analysis revealed a very high risk that the maximum potential
16 recovery was exponentially smaller than the estimates calculated by Berger Consulting. Here, the
17 Gross Settlement Amount represents more than 15.9% of Plaintiffs' calculation of the potential
18 maximum damages at issue for the Class in this case, assuming these amounts could all be proven in
19 full at trial, which Defendant's comprehensive evidence and compelling legal arguments placed in
20 serious and deep doubt.² Importantly, the recent decision that good faith belief of compliance by the

21
22 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
23 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate
24 defenses asserted by Defendant, including but not limited to, a good-faith dispute defense as to
25 whether any premium wages for meal or rest periods or other wages were owed given Defendant's
26 position that Plaintiffs and Class Members were properly compensated. *See Nordstrom Commission*
Cases, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer
and employee have a good faith dispute as to whether and when the wages were due.").

27 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiffs did not include
28 the PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed in
below at ¶ 33.

1 employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely
2 negate the claims for waiting time and wage statement penalties, even if wages were owed to the
3 class. The maximum calculations should then be realistically risk rated in consideration for both the
4 risk of class certification and the risk of establishing class-wide liability on all claims. Given the
5 amount of the Settlement as compared to the potential value of the claims, the Settlement is most
6 certainly fair and reasonable.³

7
8 Procedural History of the Litigation

9 7. On January 31, 2022, Plaintiff Sumnicht filed with the LWDA and served on
10 Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations
11 to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations,
12 including Cal. Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246, 510,
13 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
14 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to
15 Provide Seating), and violation of the applicable Industrial Welfare Commission Wage Order(s). A
16 true and correct copy of this PAGA Notice by Plaintiff Salazar is attached hereto as Exhibit #3.

17 8. The Action:

18 a. **The Sumnicht Action** - On April 22, 2022, plaintiff Lindsey Sumnicht filed
19 a complaint against Defendant in the Superior Court of the State of California, County of Santa
20 Clara. Plaintiff Sumnicht's Complaint asserted claims that Defendant violated the Private Attorney
21 General Act, Cal. Labor Code §§ 2698, et seq. ("Sumnicht Action").

22
23 ³ See *Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)
24 approving settlement which represented "roughly one-sixth of the potential recovery");
25 *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015)
26 (granting final approval where "the proposed Total Settlement Amount represents approximately
27 10% of what class might have been awarded had they succeeded at trial."); *Viceral v. Mistras Grp.,*
28 *Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action settlement
amounting to 8.1% of full verdict value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and
18%" of full verdict value).

1 b. **The Alizadeh Action** - On March 17, 2025, plaintiff Farrah Alizadeh filed a
2 complaint against Defendant in the Superior Court of the State of California, County of Los Angeles
3 (“Alizadeh Action”). Plaintiff Alizadeh's Complaint asserted the following class claims against
4 Defendant: (1) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197
5 & 1197.1; (2) failure to pay overtime wages in violation of California Labor Code § 510, et seq.; (3)
6 failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and
7 the applicable IWC Wage Order; (4) failure to provide required rest periods in violation of
8 California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) failure to reimburse
9 employees for required expenses in violation of California Labor Code § 2802; (6) waiting time
10 penalties pursuant to California Labor Code §§ 201-203; (7) unfair competition under Bus & Prof
11 Code § 17200 et seq.

12 c. **The First Amended Complaint** - On July 9, 2025, plaintiffs Lindsay
13 Sumnicht and Zola Stamper filed a First Amended Complaint in the Sumnicht Action which added
14 the following claims class claims against Defendant Cardinal Health Pharmacy Services, LLC as
15 follows: (1) Violated California Business and Professions Code § 17200 et seq.; (2) Failed to pay
16 minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) Failed to pay
17 overtime wages in violation of California Labor Code § 510, et seq.; (4) Failed to provide required
18 meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage
19 Order; (5) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 &
20 512 and the applicable IWC Wage Order; (6) Failed to provide accurate itemized wage statements in
21 violation of California Labor Code § 226; (7) Failed to reimburse employees for required expenses
22 in violation of California Labor Code § 2802; and, (8) Failed to provide wages when due in
23 violation of California Labor Code §§ 201, 202 and 203.

24 9. **The Second Amended Complaint** - As part of this Settlement, the Parties stipulated
25 to the filing of a Second Amended Complaint in the Sumnicht Action to add plaintiff Farrah
26 Alizadeh and the claims alleged in the Alizadeh Action. On September 4, 2025, Plaintiffs filed the
27 Second Amended Complaint in the Sumnicht Action. The Second Amended Complaint in the
28 Sumnicht Action is the operative complaint in the Action (the "Operative Complaint") Defendant

1 denies the allegations in the Operative Complaint, denies any failure to comply with the laws
2 identified in the Operative Complaint and denies any and all liability for the causes of action
3 alleged.

4 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
5 including production of documents, class data, and other information, allowing for the full and
6 complete analysis of liabilities and defenses to the claims in the Action. Plaintiffs obtained both
7 formal and informal discovery, which included the production and analysis of hundreds of pages of
8 documents. The information for mediation obtained by Plaintiffs included: (1) data concerning the
9 composition of the Class; (2) Class payroll data, meal waiver data, meal and rest period attestation
10 data, data points derived from the various data files, and time punch data which covered 3,673
11 employees and 214,298 shifts; (3) Defendants's wage and hour policies and job descriptions; (4) the
12 employment files for the Plaintiffs; and, (5) samples of wage statements provided by Defendant. As
13 such, Class Counsel received the data and information for the Class, which was sufficient for
14 Plaintiffs' expert to prepare the valuations of the claims for the Class.

15 11. Class Counsel has extensive experience in litigating wage and hour class actions in
16 California. The Parties have vigorously litigated the Action since inception. During the course of
17 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
18 Defendants have engaged in substantial research and investigation in connection with the Action.
19 Class Counsel has thoroughly analyzed the value of the claims during the prosecution of the Action
20 and utilized an expert to perform an analysis of the data and valuation of the class claims.

21 12. Plaintiffs and Defendant agreed to discuss resolution of the Action through a
22 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
23 documents and information in connection with the Action. On June 17, 2025, the Parties
24 participated in an all-day mediation session presided over by Monique Ngo-Bonnici, Esq., a
25 respected and experienced mediator of wage and hour class actions. Following this mediation, the
26 Parties reached an agreement to settle the Action when both sides accepted the mediator's proposal,
27 which was then memorialized in a memorandum of understanding. The Parties then negotiated the
28 final terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's

1 length and contentious.

2 13. Although a settlement has been reached, Defendant denies any liability or
3 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
4 any purpose other than settlement, the Action is appropriate for class and/or representative
5 treatment. Defendant contends, among other things, that it has properly compensated the Class
6 Members and complied at all times with the California Labor Code, applicable Wage Order, and all
7 other laws and regulations. Further, Defendant contends that class certification is inappropriate for
8 any reason other than for settlement. Plaintiffs contend that Defendant violated California wage and
9 hour laws. Plaintiffs further contend that the Action is appropriate for class certification on the
10 basis that the claims meet the requisites for class certification. Without admitting that class
11 certification is proper, Defendants have stipulated that the above Class may be certified for
12 settlement purposes only. (Agreement at ¶ 2.9.) The Parties agree that certification for settlement
13 purposes is not an admission that class certification is proper. Further, the Agreement is not
14 admissible in this or any other proceeding as evidence that the Class could be certified absent a
15 settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the
16 requisites for establishing class certification with respect to the Class are satisfied.

17 14. Class Counsel has conducted a thorough investigation into the facts of the class
18 action. Over the course of more than three years, Class Counsel diligently evaluated the Class
19 Members' claims against Defendant. Prior to the settlement negotiations, counsel for Defendant
20 provided Class Counsel with access to necessary documents and information for the Class. In
21 addition, Class Counsel has previously negotiated settlements with other employers in actions
22 involving nearly identical issues and analogous defenses. Based on the informal discovery and their
23 own independent investigation, evaluation and experience, Class Counsel believes that the
24 settlement with Defendants on the terms set forth in the Agreement is fair, reasonable, and adequate
25 and is in the best interest of the Class in light of all known facts and circumstances, including the
26 risk of significant delay, the risk that the claims would not be allowed to proceed on a class or
27 representative basis, the defenses asserted by Defendant, and potential appellate issues.

1 Settlement Terms and Plan of Allocation

2 15. The Gross Settlement Amount is Four Million Dollars (\$4,000,000). (Agreement at
3 ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (i)
4 all Individual Class Payments and Individual PAGA Payments; (ii) the LWDA PAGA Payment; (iii)
5 the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; (iv) the Class
6 Representative Service Payments; and (v) the Administration Expenses Payment. (Agreement at ¶
7 1.22.) The Gross Settlement Amount does not include Defendant's share of payroll taxes.
8 (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.
9 (Agreement at ¶ 3.1.)

10 16. Within thirty (30) days of the Effective Date, Defendants shall deposit the Gross
11 Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual
12 Class Payments to Participating Class Members along with the other Court-approved distributions
13 shall be made by the Administrator within fourteen (14) days after Defendants fully fund the Gross
14 Settlement Amount. (Agreement at ¶ 5.1.)

15 17. The amount remaining in the Gross Settlement Amount after the deduction of
16 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
17 Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation
18 Expenses Payment, and the Administration Expenses Payment (the "Net Settlement Amount") shall
19 be allocated to Participating Class Members as their Individual Class Payments. (Agreement at ¶¶
20 1.28 and 3.2(e).) From the Net Settlement Amount, the Individual Class Payment for each
21 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the
22 total number of Workweeks worked by all Participating Class Members during the Class Period and
23 (b) multiplying the result by the number of Workweeks worked by each Participating Class
24 Member. (Agreement at ¶ 3.2(e).) Workweeks will be calculated based on Defendant's records;
25 however, Class Members will have the right to challenge their number of Workweeks.

26 18. Class Members may choose to opt-out of the Settlement by following the directions
27 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be
28 deemed Participating Class Members and will be bound by the Settlement and will be entitled to

1 receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees still will
2 receive an Individual PAGA Payment and will release the Released PAGA Claims regardless of any
3 request for exclusion from the Class. (Agreement at ¶¶ 6.3 and 8.5(d)) Finally, the Class Notice
4 will advise the Class Members of their right to object to the Settlement and/or dispute their
5 Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

6 19. A Participating Class Member must cash the check for his or her Individual Class
7 Payment (and, if applicable, Individual PAGA Payment) within 180 days after it is mailed.
8 (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be voided and any
9 funds represented by such checks will be allocated to a Court-approved nonprofit organization or
10 foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”). The
11 Parties have proposed Greg E. Knoll Justice Gap Fund as the the Cy Pres Recipient of this
12 Settlement to receive the uncashed funds. (Agreement at ¶ 5.4.)

13 20. Subject to Court approval, the Parties have agreed on Apex Class Action LLC to
14 administer the settlement in this action (the “Administrator”). (Agreement at ¶ 1.2.) The
15 Administrator will be paid for settlement administration in an amount not to exceed \$75,000.
16 (Agreement at ¶ 3.2(c).) A Declaration from Apex Class Action is submitted herewith.

17 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
18 a sum not to exceed one-third of the Gross Settlement Amount as the Class Counsel Fees Payment.
19 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply for an award of Class Counsel
20 Litigation Expenses Payment in an amount not to exceed \$35,000. (Agreement at ¶ 3.2(b).) Subject
21 to Court approval, the Agreement provides for a payment of no more than \$10,000 each to Plaintiffs
22 as their Class Representative Service Payments. (Agreement at ¶ 3.2(a).)

23 22. Subject to Court approval, \$100,000 will be paid from the Gross Settlement Amount
24 in settlement of Plaintiffs’ claim for civil penalties under the California Labor Code Private
25 Attorneys General Act (“PAGA”), Cal. Labor Code Section 2698, *et seq.* Pursuant to the express
26 requirements of Labor Code § 2699(i), the PAGA Penalties payment shall be allocated as follows:
27 75% (\$75,000) shall be allocated to the LWDA as its share of the civil penalties and 25% (\$25,000)
28 allocated to the Aggrieved Employees and distributed as Individual PAGA Payments based on the

1 number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the
2 accompanying proof of service, the LWDA has been served with this motion and the Agreement.

3
4 Risks of Continued Litigation and Standards for Approval

5 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
6 litigate and trying this Action against Defendants and then litigating a possible appeal that could
7 take several years. Class Counsel has also taken into account the uncertain outcome and risk of
8 litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of
9 and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in
10 the Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
11 Settlement set forth in the Agreement is in the best interest of the Class Members.

12 24. A number of defenses asserted by Defendant, addressed in detail below, presented
13 serious threats to the claims of the Plaintiffs and the other Class Members. Defendant maintains
14 that its practices complied with all applicable wage and hour laws and that there was no
15 miscalculation of the regular rate. Defendant contends that its meal and rest period policies and
16 practices provide Class Members with meal and rest periods and that the payment of significant
17 meal premiums is evidence of Defendant's legally compliant practices. As to expense
18 reimbursement, Defendant maintains that it did not fail to provide reimbursement for necessary
19 business expenses because, among other things, the alleged expenses were convenient and
20 voluntary, and therefore not were required expenses giving rise to reimbursement. Defendant could
21 argue that the decisions in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin*
22 *Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's Candy Shops Inc.*, 64
23 Cal.App.5th 85 (2021), weakened Plaintiffs' claims in terms of liability and value, and preclude
24 claims from proceeding on a class or representative basis. Defendant also maintains that a good
25 faith dispute and absence of willfulness would negate the claims for waiting time penalties and/or
26 failure to provide accurate itemized wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs.,*
27 *Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if an employer reasonably and in good faith believed it was
28 providing a complete and accurate wage statement in compliance with the requirements of section

1 226, then it has not knowingly and intentionally failed to comply with the wage statement law.”) If
2 successful, Defendant’s defenses could eliminate or substantially reduce any recovery to the Class.
3 While Plaintiffs believe that these defenses may have been overcome, they unquestionably called
4 the claims here into serious doubt and therefore present a serious risk to recovery by the Class,
5 which would be unwise to accept in light of the settlement amount Defendant agreed to pay. The
6 specific claims also had risks which impacted both liability and the valuation of the claim, and
7 further detail and discussion of these issues is as follows:

8 A. First, all of Plaintiffs’ claims premised on the alleged miscalculation of the
9 regular rate were based upon their allegation that per diem payments made to the employees were
10 improperly excluded from the regular rate. For context, Defendant employs healthcare professionals
11 for short-term assignments, nearly all of whom travel away from their home to work, often from
12 another state. Defendant provides eligible employees with per diem payments to reimburse them for
13 the housing, meals, and incidental expenses incurred while they are away from their home and
14 working in furtherance of the company's interests. Defendant explained that the per diem payments
15 are provided to reimburse the employees for duplicate expenses they incur to live in their temporary
16 assignment location and to maintain their home residence. Defendant argued that those payments
17 are a reasonable estimate of these duplicated living expenses because they are based on the General
18 Services Administration's CONUS guidelines to determine stipend rates, which are presumptively
19 valid. See 29 C.F.R. § 778.217©.

20 B. Defendant effectively argued that it operated within the bounds of section
21 207(e)(2) of the FLSA when it excluded the stipends from the regular rate, as reasonable estimates
22 of the meals, incidentals, and lodging expenses incurred by traveling clinicians on behalf of
23 Defendant. Although the Ninth Circuit determined that Defendant's per diem payments tendered
24 under a since lapsed program which existed between 2013 and 2021 were improperly excluded from
25 the regular rate after conducting a factual inquiry into the "function" of the payments, *Clarke v.*
26 *AMN Services, LLC*, 987 F.3d 848, 853-54 (9th Cir. 2021), Defendant ceased all of the practices
27 relied upon by the Ninth Circuit in reaching that decision shortly after it was rendered. Specifically,
28 the *Clarke* Court held that when assessing the propriety of excluding per diems from the regular

1 rate, courts must consider a “combination of factors” on a case-specific basis, which included: (1)
2 the reasons why an employee missed a scheduled shift and whether they nevertheless (a) incurred
3 expenses on behalf of Defendant on that day but (b) were not provided with a per diem payment; (2)
4 whether employees could offset a per diem deduction resulting from missing a scheduled shift by
5 working an unscheduled shift, a practice referred to as “banking;” and (3) whether per diem
6 reimbursements were also provided to employees who did not travel away from their homes. *Id.* at
7 857-58.

8 C. Critically, Defendant’s evidence demonstrated that none of the factors that
9 existed in *Clarke* remain, because of changes made by Defendant following that decision.
10 Specifically, Defendant demonstrated that it only provides per diems to clinicians who are traveling
11 away from their tax homes; reduces per diems on a daily basis-not a shift or hourly basis; does not
12 permit the banking of shifts or hours to offset a future adjustment; and only adjusts per diems when
13 it knows a clinician did not incur expenses in furtherance of its interests (e.g., because the clinician
14 returned to his or her tax home or worked for a competitor). Defendant convincingly explained that
15 it successfully changed its practices to avoid the very allegations made by Plaintiffs here, and
16 Defendant persuasively argued that Plaintiffs would not be able to establish liability on any of their
17 regular rate claims.

18 D. Second, regarding Plaintiffs’ rest break claim, Defendant persuasively argued
19 that its written rest break policy was lawful, that the company paid rest break premiums whenever a
20 non-compliant rest break was reported, and no evidence of uncompensated rest break violations
21 even existed. In fact, Defendant produced attestation data showing that - when asked - nearly all of
22 the employees attested to the fact that they were provided the opportunity to take all of the rest
23 breaks they were entitled to in nearly every shift they worked.

24 E. Third, regarding Plaintiffs’ meal period claim, Defendant presented
25 substantial evidence that called into question the validity of Plaintiffs’ claims, and winnowed any
26 exposure on them to a relatively minimal amount (assuming class certification could even be
27 obtained, which was also called into serious doubt by Defendant’s evidence). Specifically,
28 Defendant presented compelling and uncontestable evidence that its written policies were compliant

1 for the entire statutory period. And, the policy instructs the clinicians to report any time a meal
2 break is not provided or “otherwise discouraged” and provides a phone number to make that report.
3 As noted above, the overwhelming majority of Defendant’s employees signed second meal waivers,
4 which reflects the reality that most nurses simply want to go home instead of sitting around unpaid
5 for thirty minutes toward the end of their lengthy shifts. In fact, Defendant produced meal break
6 attestation data, which proved that most of the company's employees attested to the fact that they
7 were provided with the opportunity to take all required meals, even when their time punches
8 reflected a voluntarily missed meal. Defendant further demonstrated that in the uncommon instance
9 when a meal was not taken, not waived, and no attestation existed, Defendant paid meal premiums.
10 As Defendant explained, and as corroborated by the data files Defendant produced in advance of the
11 mediation, overlaid analysis of Defendant's (1) time punch data, (2) meal waiver data, (3) meal
12 attestation data, and (4) payroll data including premium payments demonstrated that less than 6% of
13 pay periods contained even a single, facially non-compliant meal - meaning that the evidence
14 demonstrated that Defendant complied with its meal period obligations in nearly every shift worked
15 by the employees. And, Defendant argued, there was no evidence whatsoever demonstrating that
16 even the relatively small number of shifts with facially non-compliant meal periods were actually
17 due to the fact that a meal period was not provided, i.e., as opposed to voluntarily skipped, a point
18 which Plaintiffs were unable to contest.

19 F. Fourth, Defendant presented compelling arguments and evidence in
20 opposition to Plaintiffs’ expense reimbursement claim, which was premised on their allegation that
21 Defendant's employees were required to use their personal cell phones for work related purposes and
22 not reimbursed. But the clinicians employed by Defendant are nurses who provide direct patient
23 care within healthcare facilities and do not need their cell phones to perform any aspect of their jobs.
24 Defendant argued that this claim fails for that reason alone. Moreover, Defendant argued that the
25 clinicians are provided with access to telephones, computers, scanners, and fax machines at the
26 healthcare facilities where they are assigned, which they are permitted to use as needed for work. In
27 other words, Defendant argued that there is no requirement that clinicians use their personal cell
28 phones as other, free methods of communication were at all times available to them and that

1 Plaintiffs would be unable to prove the third element of their claim, that the use of their personal
2 cell phones was “both reasonable and necessary.” *Swamy v. Title Source, Inc.*, 2018 WL 1586139,
3 at *3 (N.D. Cal. 2018); Cal. Lab. Code § 2802. Whether clinicians chose to use their personal cell
4 phones out of convenience simply does not render that use a necessary and reasonable expense.
5 *Herrera v. Zumiez, Inc.*, 953 F.3d 1063, 1077 (9th Cir. 2020).

6 G. Lastly, Defendant presented exceptionally strong legal arguments which, if
7 proven, would negate liability on all of Plaintiffs’ derivative claims. Plaintiffs alleged a derivative
8 violation of Labor Code section 204 for failure to make timely payments. As Defendant argued, the
9 case law supports that section 204 only regulates the timing of wages, i.e., that an employer
10 establish regular pay days at least twice per month. Defendant demonstrated, convincingly, that it
11 pays weekly wages in full compliance with the requirements of Labor Code section 204.

12 H. Plaintiffs’ wage statement claim was also purely derivative of their
13 substantive allegations. As Defendant argued, the company’s “good faith belief that it has provided
14 [employees] with adequate wage statements precludes an award of penalties under section
15 226[(e)(1)]” under the California Supreme Court’s recent unanimous decision in *Naranjo*.

16 I. Defendant also presented compelling evidence and argument in support of its
17 position that Plaintiffs’ waiting time penalties would likely be defeated in the litigation, if a
18 settlement was not reached. First, Defendant argued that Plaintiffs would be unable to establish that
19 any failure to pay final wages was willful. See *Diaz v. Grill Concepts Servs., Inc.*, 23 Cal. App. 5th
20 859, 868 (2018) (“[A]n employer’s failure to pay is not willful if that failure is due to (1) uncertainty
21 in the law, (2) representations by the taxing authority that no further payment was required, or (3)
22 the employer’s ‘good faith mistaken belief that wages are not owed’ grounded in a ‘good faith
23 dispute,’ which exists when the ‘employer presents a defense, based in law or fact which, if
24 successful, would preclude any recovery on the part of the employee.’” (citations omitted)). Second,
25 Defendant is nonetheless entitled to a good faith defense. See, e.g., 8 CCR § 13520 (stating that “a
26 good faith dispute that any wages are due will preclude imposition of waiting time penalties under
27 Section 203” and defining a “good faith dispute” as one where “an employer presents a defense,
28 based in law or fact which, if successful, would preclude any recover[y] on the part of the

1 employee”); *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1202 (2008) (relying on the
2 definition of “willful” in 8 CCR § 13520 to find that an employee was not entitled to section 203
3 penalties where the employer had a mistaken, but good faith belief that a wage order did not apply
4 to its employees). Setting that aside, pursuant to Labor Code section 201.3 and as a temporary
5 services provider, Defendant persuasively argued that it could theoretically owe waiting time
6 penalties only to the relatively few employees who were discharged by the company or who
7 resigned during the statutory period, and who were not timely paid all wages owed. Cal. Lab. Code
8 § 201.3(b)(4), (b)(5). This is because the mere ending of a temporary assignment for a temporary
9 services provider like Defendant, without more, simply does not trigger the imposition of waiting
10 time penalties. Moreover, Defendant presented compelling evidence that its policy for employees
11 working in California is to pay final wages within 72 hours if an employee quits without notice or
12 immediately if the employee is terminated by Defendant. Taken together, Defendant persuasively
13 argued that there was a substantial risk that Plaintiffs would recover nothing on this claim.

14 J. Separate and apart from the merits of Plaintiffs' claims and Defendant's
15 defenses, all of the settlement Class Members are bound by arbitration agreements containing class
16 action waivers.⁴ In earlier proceedings before this Court, Defendant moved to compel arbitration of
17 Plaintiff Sumnicht's individual claims and prevailed, resulting in an order directing the parties to
18 arbitration. During the pendency of that arbitration, the parties stipulated to return this matter to the
19 litigation forum on a PAGA-only basis. During the negotiations that culminated in the Settlement,
20 the parties agreed to a larger settlement amount in exchange for a release of class claims for the
21 PAGA Period only, which will provide a significantly greater monetary recovery the Class Members
22 than a PAGA settlement would have. In light of the arbitration agreements, it is highly unlikely that
23 the vast majority of the Class Members would have ever pursued the claims at issue in this case,

24
25 ⁴ The enforceability of the arbitration agreements binding the Class Members is presently on
26 appeal in the Ninth Circuit in the matter captioned *Pappas v. AMN Healthcare Services, Inc., et al.*,
27 Case No. 25-473. The District Court Order from which that appeal arose, denying a motion to
28 compel arbitration, was based in part on a finding of procedural unconscionability premised on the
specific circumstances surrounding the execution of the arbitration agreement by the Pappas
plaintiffs.

1 which further demonstrates the fairness and reasonableness of the Settlement.

2 25. There was also a significant risk that, if the Action was not settled, Plaintiffs would
3 be unable to obtain class certification and thereby not recover on behalf of any employees other than
4 themselves Defendant argued that the individual experience of each putative class member varied
5 with respect to the claims, which would preclude the claims from proceeding on a class basis. For
6 instance, Plaintiffs' meal and rest period claims would require individualized inquiries into whether
7 each employee took a compliant meal or rest period on a given shift and, if not, why. Plaintiffs are
8 aware of other cases where class certification of similar claims was denied. *See e.g. Cacho v.*
9 *Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification of rest break claims). Finally,
10 even if class certification was successful, as demonstrated by the California Supreme Court decision
11 in *Duran v. U.S. Bank National Association*, 59 Cal. 4th 1 (2014), there are significant hurdles to
12 overcome for a class-wide recovery even where a class has been certified. While other cases have
13 approved class certification of wage and hour claims, class certification in this Action would have
14 been hotly disputed and was by no means a foregone conclusion.

15 26. This settlement is therefore certainly entitled to preliminary approval. Were this
16 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
17 things, that wages were owed on a class-wide basis. This was and is a substantial risk. This
18 Settlement provides a recovery to all non-exempt employees of the Defendant, which is a result that
19 would not be possible if liability was not imposed on a class-wide basis.

20 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
21 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
22 3.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel. The
23 concurrently filed declarations of the Plaintiffs are presented herewith in support of the request. For
24 purposes of this preliminary approval stage, the not to exceed amount is well within the accepted
25 range of awards for purposes of preliminary approval, subject to the Court's final determination of
26 the amount at final approval. *See, e.g., Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist.
27 LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each
28 are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D.

1 Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018
2 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment
3 was \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06,
4 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v.*
5 *UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in
6 overtime class action and a pool of \$100,000 in enhancements). Below, I provide a long list of
7 similar Court-approved service awards.

8 28. The stage of the proceedings at which the Settlement was reached also militates in
9 favor of preliminary approval and, ultimately, final approval of the Settlement. Class Counsel has
10 conducted a thorough investigation into the facts of the class action. Class Counsel began
11 investigating the Class Members' claims before the Action was filed. Class Counsel engaged in an
12 investigation of the claims and conducted a review and analysis of the relevant documents and data.
13 Class Counsel was also experienced with the claims at issue here, as Class Counsel previously
14 litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not
15 occur until Class Counsel possessed sufficient information to make an informed judgment regarding
16 the likelihood of success on the merits and the results that could be obtained through further
17 litigation.

18 29. Based on the informal discovery of data and documents, and their own independent
19 investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for
20 the consideration and on the terms set forth in the Agreement is fair, reasonable, and adequate and is
21 in the best interest of the Class in light of all known facts and circumstances, including the risk of
22 significant delay, defenses asserted by Defendant, and numerous potential appellate issues. There
23 can be no doubt that counsel for both Parties possessed sufficient information to make an informed
24 judgment regarding the likelihood of success on the merits and the results that could be obtained
25 through further litigation.

26
27 Class Certification Issues

28 30. Plaintiffs contend that the Settlement meets all of the requirements for certification

1 of a settlement class under California Code of Civil Procedure § 382 as demonstrated below, and
2 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
3 should conditionally certify the Class, for settlement purposes only, defined as follows:

4 All of Defendant's non-exempt employees who were assigned to work at any facility
5 in California at any time during the Class Period.

6 (Agreement at ¶ 1.5.)

7 The "Class Period" is from July 8, 2021 through September 17, 2025. (Agreement at ¶ 1.13.)

8 a. **Ascertainability And Numerosity** - Plaintiffs assert that the 13,802 current
9 and former employees who comprise the Class can be identified based on Defendant's records and
10 are sufficiently numerous for class certification.

11 b. **Predominance of Common Issues Of Law and Fact** - Plaintiffs contend
12 that common questions of law and fact are present, and specifically the common questions of
13 whether Defendant's practices were lawful, whether Class members were lawfully compensated for
14 all hours worked, whether the Defendant failed to provide all legally required meal and rest periods
15 to Class Members, whether Defendant failed to provide required expense reimbursement, and
16 whether Class Members are entitled to damages and penalties as a result of these alleged practices.
17 Plaintiffs contend that certification of this Class is appropriate because Defendant allegedly engaged
18 in uniform practices with respect to the Class Members. As a result, Plaintiffs maintain that these
19 common questions of liability could be answered on a class wide basis.

20 c. **Typicality** - In the Action, Plaintiffs contend that there can be little doubt
21 that the typicality requirement is satisfied. Plaintiffs each worked for Defendant as a non-exempt
22 employee during the Class Period. Plaintiffs contend that, like every other member of the Class,
23 they were subjected to the same practices and policies of Defendant and are subject to the same
24 defenses. Thus, Plaintiffs assert that the claims of Plaintiffs and the Class Members arise from the
25 same course of conduct by the Defendant, involve the same employment policies and practices of
26 Defendant, and are based on the same legal theories.

27 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
28 represented here because Plaintiffs and Class Counsel (a) do not have any conflicts of interest with

1 other Class members, and (b) will prosecute the case vigorously on behalf of the Class. First,
2 Plaintiffs are well aware of their duties as the representatives of the Class and have actively
3 participated in the prosecution of this case to date. Plaintiffs effectively communicated with
4 counsel, provided documents to counsel, and participated in the investigation and negotiations in the
5 Action. Second, Plaintiffs retained competent counsel who are experienced in employment class
6 actions and who have no conflicts. Third, there is no antagonism between the interests of the
7 Plaintiffs and those of the Class. Both Plaintiffs and the Class Members seek monetary relief under
8 the same set of facts and legal theories.

9 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
10 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
11 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
12 experience. We have handled a number of class actions and complex cases and have acted both as
13 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
14 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
15 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
16 employment law class actions, including claims for misclassification, overtime, expense
17 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
18 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
19 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
20 adequate counsel by the courts throughout California. We have been approved as experienced class
21 counsel by both state and federal courts in California in contested class certification proceedings. A
22 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
23 settlement is defined as "all of Defendant's non-exempt employees who were assigned to work at
24 any facility in California at any time during the Class Period." I have reviewed my firm's cases and
25 representation of other plaintiffs and there is no conflict or representation which would prevent my
26 firm from representing the interests of the Class this case. My firm only represents employees, and
27 not employers. My firm has never represented Defendant nor any affiliate of the Defendant. My
28 firm's only interest in the subject matter of this litigation is to ensure a recovery to the Class and to

1 maximize that recovery. Finally, our allegiance to the Class and the claims of the Class is not
2 inconsistent with our allegiance to pursue the claims on behalf of other employees and classes as the
3 claims are all against different and distinct employers. I can think of no conflict that would arise in
4 our representation of the Class and our adequate representation of the Class is evidenced by the
5 successful prosecution of the class claims to reach an excellent recovery for the Class. Moreover,
6 neither the Plaintiffs nor Class Counsel have any affiliation with the Administrator for this
7 settlement nor the proposed Cy Pres Recipient. Thus, the adequacy requirement for my firm is
8 satisfied.

9 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
10 respective counsel and to be approved by the Court, is based upon the Los Angeles County Superior
11 Court's model form and includes all relevant information. (*See Exhibit "A" to the Agreement.*)
12 The Class Notice will include, among other information: (i) information regarding the Action; (ii)
13 the impact on the rights of the Class Members if they do not opt out, including a description of the
14 applicable release; (iii) information to the Class Members regarding how to opt out and how to
15 object to the Settlement; (iv) the Class Member's individual workweeks and estimated Individual
16 Class Payment (and, if applicable, Individual PAGA Payment) and how to dispute the number of
17 workweeks; (iii) the amount of attorneys' fees and expenses to be sought; (v) the amount of the
18 Plaintiffs' service award request; and (vi) the anticipated expenses of the Administrator. The Class
19 Notice will also contains a link to a website maintained by the Administrator with pertinent
20 information and documents related to this matter. The Class Notice will state that the Class
21 Members shall have forty-five (45) days from the date that the Notice is mailed to them (the
22 "Response Deadline") to request exclusion (opt-out), and that the Response Deadline shall be
23 extended 14 days in the event of a re-mailing. (*Agreement at ¶¶ 1.43, 8.5(a).*) Class Members shall
24 be given the opportunity to object to the Settlement and/or requests for attorneys' fees and expenses
25 and to appear at the Final Approval Hearing. (*Agreement at ¶ 8.7.*) The Class Notice also
26 provides contact information for Class Counsel to answer questions about appearing at the Final
27 Approval Hearing, and it provides links to the Court's website with instructions for accessing the
28 hearing. Class Members who do not submit a timely and proper request to opt out will

1 automatically receive a payment of their Individual Class Payment (and, if applicable, their
2 Individual PAGA Payment). This notice program was designed to meaningfully reach the Class
3 Members and it advises them of all pertinent information concerning the Settlement.

4
5 33. The PAGA Claim -

6 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
7 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
8 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
9 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
10 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
11 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
12 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
13 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
14 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
15 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
16 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
17 class members." (LWDA Response at p.4).

18 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
19 value of the alleged PAGA claim as to the estimated 11,189 Aggrieved Employees for civil
20 penalties to be between \$15,552,950 and \$31,105,900 for a single violation in every one of the
21 estimated 311,059 pay periods at issue in the PAGA Period, depending on whether the violation was
22 \$50 per pay period as in the case of Labor Code § 558(a)(1) or the standard amount of \$100 per pay
23 period for violation of Labor Code § 1198. This valuation assumed that PAGA civil penalties
24 would be awarded at the maximum rate per pay period but without stacking.⁵ The PAGA allocation

25
26 ⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of between \$15,552,950 and \$31,105,900 is the civil penalty amount without
28 stacking. If stacking is permitted, then the valuation increases with each additional penalty added to
each pay period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking
and in the cases cited herein, only one penalty per pay period was assessed. Notably, the new 2024

1 in the Settlement is \$100,000. This allocation is justified by several important considerations. First,
2 the PAGA claim was subject to the same risks as the underlying class claims. Second, Defendants
3 asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of
4 the penalties. Defendant could also argue that no penalties prior to the PAGA notification should be
5 awarded, and I am aware of one Court which has so ruled. These additional defenses present a risk
6 to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be
7 awarded. Second, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court
8 affirmed a judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at
9 trial, any PAGA penalties awarded could be significantly less than Plaintiffs' calculation even where
10 Plaintiff prevailed on the PAGA claim. Even if we assume that violations for all 311,059 pay
11 periods were established, using the valuation from *Carrington* results in a potential recovery of only
12 \$1,555,295 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable
13 percentage of this potential PAGA recovery. Fourth, the interests of PAGA are also served by the
14 Class recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

15 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
16 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
17 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
18 approximately 2.5% of the total settlement value to resolve the PAGA claims applicable to the class
19 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
20 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
21 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
22 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
23 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
24 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
25 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
26 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for
27

28 amendment to PAGA would seem to prohibit stacking in many circumstances.

1 PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
2 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
3 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
4 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
5 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)
6 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*
7 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
8 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
9 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
10 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*,
11 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
12 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted
13 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
14 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
15 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
16 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)
17 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*
18 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or
19 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441
20 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);
21 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.
22 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of
23 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
24 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
25 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
26 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
27 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
28 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement

1 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
2 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
3 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
4 0.34% of \$1,450,000 settlement amount).

5
6 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
7 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
8 reasonable, and at the time of final approval, my firm will present lodestar to further support the
9 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
10 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
11 of the class action awards obtained by Class Counsel in similar employment actions throughout the
12 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
13 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
14 Superior Court, Case No. JCCP 4919), Judge Carolyn Kuhl awarded Class Counsel a one-third fee
15 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
16 *Cases* (San Mateo Superior Court, Case No. JCCP 4945), Judge Marie Weiner awarded Class
17 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
18 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307), Judge Edward Weil
19 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
20 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
21 BC672235), Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
22 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
23 County Superior Court Case No. JCCP 4957), Judge William Claster awarded Class Counsel a one-
24 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*
25 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679), Judge Brian Walsh awarded Class
26 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in
27 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-
28 00245842), Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour

1 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case
2 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and
3 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles
4 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee
5 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*
6 *Cases* (Los Angeles Superior Court Case No. JCCP4837), Judge David Cunningham awarded a
7 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
8 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004), Judge Maren Nelson
9 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in
10 *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665), Judge Richard
11 Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May 23, 2022,
12 in *Ettegui v. WB Studio Enterprises Inc.*, (United States District Court, Central District of
13 California Case No. 2:20-cv-08053-MCS-JDE), District Judge Mark C. Scarsi awarded a one-third
14 fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v.*
15 *Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
16 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
17 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge
18 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
19 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court
20 Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee
21 award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v.*
22 *Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr.
23 awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in
24 *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri
25 Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1,
26 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No.
27 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class
28 settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior

1 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a
2 wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings
3 County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee
4 award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank*
5 (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a
6 one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands*
7 *Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley
8 approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in
9 *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge
10 Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October
11 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No.
12 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a
13 wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
14 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a
15 wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles
16 County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee
17 award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's*
18 *Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner
19 approved a one-third fee award in a wage and hour class settlement. On September 12, 2024, in
20 *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No. MSC21-02047),
21 Judge Charles Treat approved a one-third fee award in a wage and hour class settlement. On
22 October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No.
23 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class
24 settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior
25 Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage
26 and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County
27 Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award
28 in a wage and hour class settlement. A fee award equal to one-third of the common fund is

1 therefore reasonable in light of the fees that have been awarded in other similar cases.

2
3 35. Class Representative Service Payment - The reasonableness of the requested service
4 award is also established by reference to the amounts that other California courts have found to be
5 reasonable in wage and hour class action settlements since 2010: *Zamora v. Balboa Life &*
6 *Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding
7 \$25,000 service award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP
8 (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American*
9 *Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,
10 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*,
11 Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000
12 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court
13 (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell*
14 *banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar.
15 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795,
16 Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman*
17 *v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3,
18 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No.
19 BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award);
20 *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
21 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*,
22 Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service
23 award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County
24 Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional
25 compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los
26 Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose*
27 *Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
28 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.

1 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award);
2 *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court
3 (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services,*
4 *Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000
5 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara
6 County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express,*
7 *LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
8 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
9 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply*
10 *LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding
11 \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep.
12 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC
13 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award);
14 *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10,
15 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No.
16 JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award);
17 *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County
18 Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II,*
19 *Santa Clara Superior Court Case no. 17CV313457* (July 10, 2018) (awarding \$10,000 service
20 award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case No.
21 EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

22
23 36. Potentially Related Other Actions - I aware of other related cases pending
24 against Defendant which would be impacted by this settlement: *Jean Pappas v. AMN Healthcare*
25 *Services, Inc.*, Case No. 24CV072071, Superior Court of California, County of Alameda; Notice of
26 Labor Code Violations and Intention to Bring PAGA Action, dated May 12, 2025, by Roxanna
27 Tchamanian; and *Crystal Gardner and Ashley Smith v. AMN Healthcare Services, Inc., et al.*, Case
28 No. 3:25-cv-06509, United States District Court, Northern District of California.

1
2 37. Administration - The estimate from ILYM Group is was selected, as it provided
3 for a capped estimate of \$73,000 to perform settlement administration for a class of up to 14,750,
4 with any difference between the actual expenses and the budget of \$75,000 to be retained in the Net
5 Settlement Amount for distribution to the Class. Submitted herewith is a true and correct copy of
6 the Declaration of Michael Sutherland from Apex Class Action, which includes their estimate for
7 administration. I have used Apex Class Action successfully as the administrator in more than ten
8 class settlements in the last couple years and know them to be competent and experienced. My firm
9 has no relationship or connection with Apex Class Action, and thus no conflict of interest exists.
10

11 Service on the LWDA:

12 38. At the same time as the filing and service of this declaration, I am also serving the
13 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
14 Settlement Agreement. This service is verified by the accompanying proof of service.
15

16 Defendant's Declaration:

17 39. Defendant provided the Declaration of Anthony Sbardellati as required by paragraph
18 7.1 of the Agreement which discloses that there are no actual or potential conflict of interest with
19 the Administrator or the Cy Pres Recipient, and verifies that the number of Class Members during
20 the Class Period as reflected in Defendant's payroll data is: 13,802 and the number of Workweeks
21 worked by Class Members during the Class period as reflected in Defendant's payroll data is:
22 414,949. The Declaration of Anthony Sbardellati is attached hereto as Exhibit #4.
23

24 I declare under penalty of perjury under the laws of the State of California that the foregoing
25 is true and correct. Executed this 10th day of December, 2025, at South Lake Tahoe, California.
26

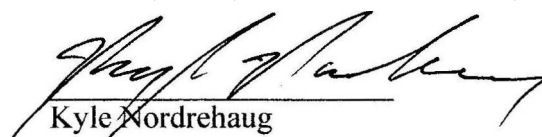
27 
28 Kyle Nordrehaug

EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Lindsey Sumnicht, Zola Stamper, and Farrah Alizadeh (“Plaintiffs”) and defendant AMN Services, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” means the lawsuit alleging wage and hour violations against Defendant captioned *Sumnicht, et al. v. AMN Services, LLC*, Case No. 22CV397191 initiated on April 22, 2022 and pending in the Superior Court of the State of California, County of Santa Clara and the lawsuit *Alizadeh v. AMN Healthcare, Inc., et al.*, Case No. 25STCV07703, initiated on March 17, 2025 in the Superior Court of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all of Defendant’s non-exempt employees who were assigned to work at any facility in California at any time during the PAGA Period.
- 1.5. “Class” means all of Defendant’s non-exempt employees who were assigned to work at any facility in California at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement

compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” and “Class Release Period” mean the period of time from July 8, 2021 and the earlier of Preliminary Approval or September 17, 2025.
- 1.14. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as the Class Representatives.
- 1.15. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs as Class Representatives in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of Santa Clara.
- 1.17. “Defendant” means AMN Services, LLC.
- 1.18. “Defense Counsel” means Sarah Kroll-Rosenbaum, Anthony D. Sbardellati, Jade White, and Perry J. Zirpoli of Grove Law LLP.

- 1.19. “Effective Date” means the date when the Settlement becomes final, which is 65 days after the date when the Court enters a Judgment on its order granting Final Approval of the Settlement, or if there is an appeal, the date on which (a) all such appeals have been dismissed, or (b) the appropriate Court of Appeal has entered a final judgment affirming the Judgment and order granting Final Approval of the Settlement, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the California Supreme Court, whichever is earlier.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Four Million Dollars (\$4,000,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the

LWDA under Labor Code section 2699, subd. (i).

- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “Operative Complaint” means the Second Amended Complaint filed by Plaintiffs in the Action.
- 1.31. “PAGA Pay Period” means any Pay Period during the PAGA Period during which an Aggrieved Employee worked for Defendant for at least one day.
- 1.32. “PAGA Period” and “PAGA Release Period” mean the period of time from February 19, 2022 to the earlier of Preliminary Approval or September 17, 2025.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.34. “PAGA Notice” means the Plaintiff Lindsey Sumnicht’s January 31, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000) and the 75% to LWDA (\$75,000) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiffs” means Lindsey Sumnicht, Zola Stamper, and Farrah Alizadeh, the named plaintiffs in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.39. “Released Class Claims” means any and all claims as pled in the Operative Complaint including claims that reasonably could have been alleged based on the facts stated in the Operative Complaint that occurred during the Class Period

including claims for (1) violation of Business & Professions Code § 17200 based on the allegations in the Operative Complaint; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide required rest periods; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse employees; and (8) failure to provide wages when due, as well as any and all wage and hour claims that were asserted or could have been asserted based on the factual allegations contained in the Operative Complaint, through the Class Period. This also includes any and all claims alleged or that could have been alleged based on the facts of the Operative Complaint that occurred during the Class Period for unpaid wages, economic damages, noneconomic damages, any other damages, civil or statutory penalties, waiting time penalties, liquidated damages, and all other associated damages and/or penalties, including any and all claims alleged or that could have been alleged based on the facts in the Operative Complaint that occurred during the Class Period under Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802, or California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), or the applicable IWC Wage Orders, and any and all claims or potential claims for lost wages and/or benefits, consequential economic damages, other economic damages, punitive damages, any other damages, attorneys' fees and costs and interest, through the Class Release Period. The Released Class Claims excludes all other claims including claims for vested benefits, wrongful termination, and violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims outside of the Class Period.

1.40. "Released PAGA Claims" means any and all claims as pled in the PAGA Notice and Operative Complaint that occurred during the PAGA Period for violation of California Labor Code § 2698, et seq. based on the allegations in the PAGA Notice and Operative Complaint, as well as any and all PAGA claims that were asserted or could have been asserted based on the factual allegations contained in the Operative Complaint and PAGA Notice, through the PAGA Period, including any and all PAGA claims alleged or that could have been alleged on the facts of the PAGA Notice, including, claims for civil penalties under Labor Code § 2698, et seq., §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802, or California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), or the applicable IWC Wage Orders. The Released PAGA Claims do not include other claims, including claims for vested benefits, wrongful termination, and violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, worker's compensation, California class claims, and PAGA claims outside of the PAGA Period.

1.41. "Released Parties" means: Defendant, its corporate parent, and all other entities affiliated with it or them (individually and collectively, the "AMN Entities"), and the

AMN Entities' respective and collective owners, agents, attorneys, insurers, past, present, and future divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, managed service providers, healthcare facility clients, any and all facilities where Class Members and Aggrieved Employees performed work for Defendant, any and all entities that operate those facilities, any and all alleged joint employers, privies, and/or any and all persons and/or corporate entities acting by, through, under, or in concert with any of them.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means 45 calendar days after the Administrator mails Class Notice Packets to Class Members, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.45. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

2.1. On April 22, 2022, plaintiff Lindsey Sumnicht filed a complaint against Defendant in the Superior Court of the State of California, County of Santa Clara. Plaintiff Sumnicht's Complaint asserted claims that Defendant violated the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA") ("Sumnicht Action").

2.2. On March 17, 2025, plaintiff Farrah Alizadeh filed a complaint against Defendant in the Superior Court of the State of California, County of Los Angeles ("Alizadeh Action"). Plaintiff Alizadeh's Complaint asserted the following claims against Defendant:

- (a) Failure to pay all minimum wages (Labor Code §§ 1182.12, 1194, 1194.2, 1197);
- (b) Failure to pay all overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198);
- (c) Meal period violations (Labor Code §§ 226.7, 512, 558);
- (d) Rest period violations (Labor Code §§ 226.7, 516, 558);
- (e) Failure to reimburse necessary business expenses (Labor Code §§ 2802, 2804);
- (f) Waiting time penalties (Labor Code §§ 201-203); and,

(g) Unfair competition (Bus & Prof Code § 17200 *et seq.*).

2.3. On July 9, 2025, plaintiffs Lindsay Sumnicht and Zola Stamper filed a First Amended Complaint in the Sumnicht Action which added the following claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 *et seq.*;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 and 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and,
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203.

2.4. On August 5, 2025, Plaintiffs filed a Stipulation for Leave to file a Second Amended Complaint in the Sumnicht Action adding the claims alleged in the Alizadeh Action.

2.5. On September 4, 2025, Plaintiffs filed the Second Amended Complaint in the Sumnicht Action. The Second Amended Complaint in the Sumnicht Action is the operative complaint in the Action (the “Operative Complaint”).

2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.7. On June 17, 2025, the Parties participated in an all-day mediation presided over by Monique Ngo-Bonnici, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, agreed to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding dated June 20, 2025. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.8. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996)

48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.10. The Parties, Class Counsel and Defense Counsel represent that they are aware of the following pending matters or actions asserting claims that will be extinguished or affected by the Settlement: *Jean Pappas v. AMN Healthcare Services, Inc.*, Case No. 24CV072071, Superior Court of California, County of Alameda; *Notice of Labor Code Violations and Intention to Bring PAGA Action*, dated May 12, 2025, by Roxanna Tchamagian; and *Crystal Gardner and Ashley Smith v. AMN Healthcare Services, Inc., et al.*, Case No. 3:25-cv-06509, United States District Court, Northern District of California.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$4,000,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiffs: A Class Representative Service Payment to each Class Representative of not more than \$10,000 each (in addition to any Individual Class Payments and any Individual PAGA Payments the Class Representatives are entitled to receive). Defendant will not oppose Plaintiffs’ request for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel

Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- (b) 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 \$1,333,333, and a Class Counsel Litigation Expenses Payment of not more than \$35,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the 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. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. The payment of Class Counsel Fees Payment shall be made as follows: 98% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 2% to Haines Law Group, APC. Payment of the Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$75,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$75,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000)

by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each respective Aggrieved Employee. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- ii. If the 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.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by the number of Workweeks worked by each Participating Class Member.
- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that as of February 22, 2025, the Class consists of approximately 12,917 Class Members and approximately 11,189 Aggrieved Employees. Based on its records, Defendant estimates that the Class Members collectively worked a total of approximately 361,059 Workweeks during the Class Period, as of June 17, 2025, and that the Aggrieved Employees worked a total of approximately 311,059 PAGA Pay Periods during the PAGA Period, as of June 17, 2025. The Parties assume that these figures will increase pro rata through the end date of the Class Period and PAGA Period, respectively.

- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA 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.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and

become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, and requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Greg E. Knoll Justice Gap Fund, a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release any and all claims against all Released Parties as follows:
 - 6.1. Plaintiffs’ Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and the PAGA Notice (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs’ Release

shall be and remain effective in all respects, notwithstanding such different or additional facts or law or Plaintiff's discovery of them.

- (a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims.

- 6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

There shall be no right to opt-out of the settlement for the Aggrieved Employees and the Judgment on this Settlement will have a *res judicata* effect as to the PAGA claims for the Aggrieved Employees. Moreover, this Agreement shall be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against Defendant for Labor Code or Wage Order violations suffered by any of the Aggrieved Employees which are premised upon the facts and allegations in the PAGA Notice and Operative Complaint, as well as any and all claims for civil penalties that were asserted or could have been asserted based on the factual allegations contained in the PAGA Notice and Operative Complaint (i.e., the Judgment on this Settlement will have *res judicata* effect as to those claims of the LWDA, whether pursued directly by the LWDA or by a representative pursuant to PAGA).

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

- 7.1. Defendant's Responsibilities. Within 14 days of the full execution of this Agreement or October 1, 2025, whichever is later, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient, if any. In this Declaration, Defendant shall also aver as to the number of Class Members during the Class Period and the number of Workweeks for the Class during the Class Period as reflected in

Defendant's payroll data.

- 7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (s)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (s)(1)), this Agreement (Labor Code section 2699, subd. (s)(2))); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient, if any.
- 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class 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. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of the Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional

proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Period Workweeks and PAGA Pay Periods (if any) contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection,

Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed).

- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the Response Deadline for submitting Requests for Exclusion (plus an additional 14 days for Class Members whose Class Notice is re-mailed), the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for

Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is 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 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 Notices, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, and shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of 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 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size and Aggrieved Employee size as set forth in paragraph 4.1 above. Should the actual number of Workweeks or PAGA Pay Periods worked by the Class Members during the Class Period and the Aggrieved Employees during the PAGA Period, respectively, exceed the figures provided in paragraph 4.1 above (after accounting for pro rata increase of each through the end date of the Class Period and PAGA Period, respectively), Defendant shall have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of Workweeks or PAGA Pay Periods worked by the Class Members or Aggrieved Employees above 10% (e.g., if the number of weekly pay periods increases by 13%, the Gross Settlement Amount will increase by 3%); or (b) rolling back the Class Period to the date in which 397,165 workweeks is met or rolling back the PAGA Period to the date in which 342,165 PAGA Pay Periods is met.

10. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and shall not be referred to or utilized for any purpose whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(s), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their

respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint or PAGA Notice have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reason, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement

falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

Paul K. Haines
Fletcher W. Schmidt
Andrew J. Rowbotham
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, CA 90245
Tel.: (424) 292-2350
Fax: (424) 292-2355
E-Mail: phaines@haineslawgroup.com
fschmidt@haineslawgroup.com
arowbotham@haineslawgroup.com

To Defendant:

Sarah Kroll-Rosenbaum
Anthony D. Sbardellati
Jade White
Perry J. Zirpoli
Grove Law LLP
10000 Washington Blvd.,
Culver City, CA 90232
Tel.: (310) 853-6020
E-Mail: skroll-rosenbaum@grove.law
asbardellati@grove.law

jwhite@grove.law
pzirpoli@grove.law

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on June 17, 2025 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 09/05/2025

Lindsey Sumnicht

Plaintiff Lindsey Sumnicht

Dated: 09/09/2025

Zola Stamper

Zola Stamper (Sep 9, 2025 13:58:27 EDT)

Plaintiff Zola Stamper

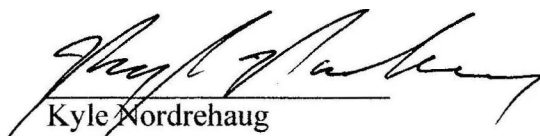
Dated: _____

Plaintiff Farrah Alizadeh

Dated: _____

[name]
For Defendant AMN Services, LLC

Dated: 9/12/25



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Paul K. Haines

Haines Law Group, APC
Attorney for Plaintiffs

Dated: _____

Sarah Kroll-Rosenbaum

Anthony D. Sbardellati
Attorney for Defendant

jwhite@grove.law
pzirpoli@grove.law

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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Lindsey Sumnicht

Dated: _____
Plaintiff Zola Stamper

Dated: Sep 15, 2025
Farrah Alizadeh
Farrah Alizadeh (Sep 15, 2025 12:04:04 PDT)
Plaintiff Farrah Alizadeh

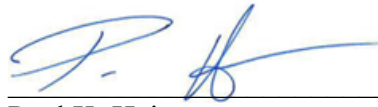
Dated: _____

[name]
For Defendant AMN Services, LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: Sept 15, 2025



Paul K. Haines
Haines Law Group, APC
Attorney for Plaintiffs

Dated: _____

Sarah Kroll-Rosenbaum
Anthony D. Sbardellati
Attorney for Defendant

jwhite@grove.law
pzirpoli@grove.law

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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Lindsey Sumnicht

Dated: _____
Plaintiff Zola Stamper

Dated: _____
Plaintiff Farrah Alizadeh

Dated: 9/5/2025

Julie Purinton [name]
For Defendant AMN Services, LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Paul K. Haines
Haines Law Group, APC
Attorney for Plaintiffs

Dated: 9/5/2025



Sarah Kroll-Rosenbaum
Anthony D. Sbardellati
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

***Sumnicht v. AMN Services, LLC, Superior Court of the State of California,
County of Santa Clara, Case No. 22CV397191***

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.

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from the settlement of an employee class action lawsuit (“Action”) against *AMN Services, LLC* (“Defendant”) for alleged wage and hour violations. The Action was brought by Plaintiffs Lindsey Sumnicht, Zola Stamper, and Farrah Alizadeh (“Plaintiffs”) and seeks payment of wages and other relief for the Class, which consists of all of Defendant’s non-exempt employees who were assigned to work at any facility in California at any time during the Class Period, which is July 8, 2021 through September 17, 2025 (“Class Members”). The Action also seeks civil penalties under the California Private Attorneys General Act (“PAGA”) for all of Defendant’s non-exempt employees who were assigned to work at any facility in California at any time during the PAGA Period, which is February 19, 2022, through September 17, 2025 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”) and as Individual PAGA Payments to Aggrieved Employees.

Based on Defendant’s records, **your Individual Class Payment is estimated to be** <<\$_____>> **(less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to be** <<\$_____>>. The actual amounts you receive likely will be different from the numbers in the previous sentence, depending on tax withholdings and other required deductions. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment because you did not work for Defendant during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked** <<_____>> **workweeks** during the Class Period and **you worked** <<_____>> **pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods than these figures, you can submit a challenge by the deadline date. See Section 5 below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement

will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and in exchange requires Class Members to give up their rights to assert certain claims against Defendant.

You will be deemed to have carefully read and understood this Notice, and your legal rights will be affected whether you act or do not act. You have three basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert any claims for wages against Defendant that arose during the Class Period, as described in Section 4 below.
- (2) **Opt Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting a written Request for Exclusion. If you opt out of the Settlement, you will not receive an Individual Class Payment; however, you will preserve your right to personally pursue wage claims against Defendant that arose during the Class Period. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment, even if you opt out of the Class Settlement. You cannot opt out of the PAGA portion of the proposed Settlement.
- (3) **Object to the Settlement.** You may object to the Settlement, either in writing or verbally at the hearing. Instructions on how to object are provided below.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Take No Action and Receive a Settlement Payment	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement ("Released Class Claims"), in addition to being subject to the release of the Released PAGA Claims. Additional information is set forth below.
You Can Opt Out of the Class Settlement but not the PAGA Settlement The Response Deadline is _____.	If you don't want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and you will not be able to object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself from the Class Settlement, you will still be paid your Individual PAGA Payment stated above and will remain subject to the release of the

	Released PAGA Claims regardless of whether you submit a request for exclusion.
If You do not Opt Out of the Class Settlement, You Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline (_____)	All Class Members who do not opt out (“Participating Class Members”) can object to any aspect of the proposed Class Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable, provided that you do not opt out of the Class Settlement. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at 1:30 p.m., at the Santa Clara County Superior Court, located at 161 North First Street, San Jose, CA 95113, in Department 19 before Judge Theodore C. Zayner. This hearing may change as explained below in Section 9. Class Members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost). Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many workweeks you received a wage payment for work performed during the Class Period and how many pay periods you received a wage payment for work performed during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you may challenge it by _____. See Section 5 of this Notice.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Santa Clara (the “Court”), has been reached between Plaintiffs and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All of Defendant’s non-exempt employees who were assigned to work at any facility in California at any time during the Class Period.

The “Class Period” is July 8, 2021 through September 17, 2025.

2. What is this class action lawsuit about?

On April 22, 2022, plaintiff Lindsey Sumnicht filed a complaint against Defendant in the Superior Court of the State of California, County of Santa Clara. Plaintiff Sumnicht’s Complaint asserted claims that Defendant violated the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) (“Sumnicht Action”).

On March 17, 2025, plaintiff Farrah Alizadeh filed a complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (“Alizadeh Action”). Plaintiff Alizadeh’s Complaint asserted the following claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to reimburse employees for expenses, and failure to pay wages due upon termination

On July 9, 2025, plaintiffs Lindsay Sumnicht and Zola Stamper filed a First Amended Complaint in the Sumnicht Action which added the following claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to provide accurate itemized wage statements, failure to reimburse employees for expenses, and failure to pay wages when due at termination. On September 4, 2025, Plaintiffs filed the Second Amended Complaint in the Sumnicht Action to add Farrah Alizadeh as a named plaintiff and the claims alleged in the Alizadeh Action. The Second Amended Complaint in the Sumnicht Action is the operative complaint in the Action (the “Operative Complaint”)

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Haines Law Group, APC to serve as Class Counsel.

Defendant strenuously denies that it has violated the law and disputes all of the claims in the Action. Specifically, Defendant contends that Plaintiffs and the Class Members were, at all times, properly paid under California law. In deciding to settle the Action, Defendant has not acknowledged any wrongdoing. Defendant chose to settle the Action to avoid additional expense, inconvenience, interference with its business operations, and because they highly value

their employees. Thus, both sides concluded that it is in their best interests and the interests of the Class to settle the Action now based on the terms summarized in this Class Notice. The Settlement was reached after mediation before a professional wage-and-hour mediator and is the product of arm's-length negotiations between the Parties. The Plaintiffs and Class Counsel believe the settlement is in the best interest of all Class Members. The Court overseeing this lawsuit has not made any determination that the Plaintiffs' claims are valid.

The Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay the amount of Four Million Dollars (\$4,000,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments to Class Members, all payments to the LWDA and Aggrieved Employees for civil penalties under PAGA, Service Payments to the three Plaintiffs, third party settlement administration costs, and the amounts for Plaintiffs' attorneys' fees and costs. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fully fund the Gross Settlement Amount no later than thirty (30) days after the Effective Date. The Effective Date is the date that is 65 days after the Judgment is entered, unless there are objections or an appeal, in which case it is the date the Judgment is final and no longer subject to an appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all payments required by the Settlement, including payments to Class Members and Aggrieved Employees.

Court Approved Deductions from Gross Settlement Amount. The following payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator of the Settlement, estimated not to exceed \$75,000, for expenses of administration, including notifying the Class Members of the Settlement, processing opt-outs, and distributing settlement checks and tax forms.
- **Attorneys' Fees and Costs.** Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$1,333,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$35,000. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The amounts stated in this paragraph are what Class Counsel will be requesting, and the final amounts to be paid will be decided by the Court at the Final Approval Hearing. The attorneys'

fees awarded shall be allocated among Class Counsel as follows: 98% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 2% to Haines Law Group, APC.

- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000 to each of the three Plaintiffs, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiffs undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided by the Court at the Final Approval Hearing.
- PAGA Penalties. A payment of \$100,000 relating to Plaintiff's claim under PAGA, \$75,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$25,000 will be distributed to the Aggrieved Employees as 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 (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each respective Aggrieved Employee. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during the PAGA Period (February 19, 2022, through September 17, 2025) during which an Aggrieved Employee worked for Defendant for at least one day.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After the amounts of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$2,426,667. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by the number of Workweeks worked by each Participating Class Member. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your name or address has changed, you must contact the Administrator to inform them of your correct name or address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged non-wages, expense reimbursement, interest, and penalties (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. Any income and payroll taxes due on the Wage Portion will be the responsibility of Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks remitted to a non-profit charity as the Cy Pres Recipient pursuant to California Code of Civil Procedure section 384. The Parties have proposed Greg E. Knoll Justice Gap Fund as the Cy Pres Recipient.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims. The "Released Class Claims" are any and all claims as pled in the Operative Complaint including claims that reasonably could have been alleged based on the facts stated in the Operative Complaint that occurred during the Class Period including claims for (1) violation of Business & Professions Code § 17200 based on the allegations in the Operative Complaint; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide required rest periods; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse employees; and (8) failure to provide wages when due, as well as any and all wage and hour claims that were asserted or could have been asserted based on the factual allegations contained in the Operative Complaint, through the Class Period. This also includes any and all claims alleged or that could have been alleged based on the facts of the Operative

Complaint that occurred during the Class Period for unpaid wages, economic damages, noneconomic damages, any other damages, civil or statutory penalties, waiting time penalties, liquidated damages, and all other associated damages and/or penalties, including any and all claims alleged or that could have been alleged based on the facts in the Operative Complaint that occurred during the Class Period under Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802, or California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), or the applicable IWC Wage Orders, and any and all claims or potential claims for lost wages and/or benefits, consequential economic damages, other economic damages, punitive damages, any other damages, attorneys' fees and costs and interest, through the Class Release Period. The Released Class Claims excludes all other claims including claims for vested benefits, wrongful termination, and violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims outside of the Class Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit or claims against Defendant or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are any and all claims as pled in the PAGA Notice and Operative Complaint that occurred during the PAGA Period for violation of California Labor Code § 2698, et seq. based on the allegations in the PAGA Notice and Operative Complaint, as well as any and all PAGA claims that were asserted or could have been asserted based on the factual allegations contained in the Operative Complaint and PAGA Notice, through the PAGA Period, including any and all PAGA claims alleged or that could have been alleged on the facts of the PAGA Notice, including, claims for civil penalties under Labor Code § 2698, et seq., §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802, or California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), or the applicable IWC Wage Orders. The Released PAGA Claims do not include other claims, including claims for vested benefits, wrongful termination, and violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, worker's compensation, California class claims, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant, its corporate parent, and all other entities affiliated with it or them (individually and collectively, the "AMN Entities"), and the AMN Entities' respective and collective owners, agents, attorneys, insurers, past, present, and future divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees,

executors, partners, parents, subsidiaries, managed service providers, healthcare facility clients, any and all facilities where Class Members and Aggrieved Employees performed work for Defendant, any and all entities that operate those facilities, any and all alleged joint employers, privies, and/or any and all persons and/or corporate entities acting by, through, under, or in concert with any of them.

5. How much will my payment be?

Defendant's records reflect that you worked << _____ >> Workweeks during the Class Period (July 8, 2021 through September 17, 2025).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is << _____ >>.

[Defendant's records reflect that you worked << _____ >> PAGA Pay Periods during the during the PAGA Period (February 19, 2022, through September 17, 2025). Based on this information, your estimated Individual PAGA Payment is << _____ >>.]

If you wish to challenge the number of Workweeks [or PAGA Pay Periods] set forth in this section above, you must submit a written, signed dispute along with supporting documents, to the Administrator no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. Such dispute must be sent to the following address:

_____. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include supporting documents or evidence and will be finally resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed to the same address as this Class Notice. If your name or address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action LLC, _____, (800) _____.

The Court will hold a Final Approval Hearing on _____ at 1:30 p.m. to decide whether to approve the Settlement and determine the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement, referred to as "opting out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms,**

which means you will retain the right to sue Defendant for the Released Class Claims.

However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt out postmarked no later than the Response Deadline, which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt out should state in substance that you wish to be excluded from the class settlement in the *Sumnicht v. AMN Services, LLC* lawsuit. The request to opt out should state the Class Member's full name, current street address, and email address or telephone number. Please include the name and number of the case, which is *Sumnicht v. AMN Services, LLC*, Case No. 22CV397191. The request to opt out must be completed and signed by you personally; no other person may opt out for a living member of the Class.

The address for the Administrator is Apex Class Action LLC, _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the releases described above.

8. How do I Object to the Settlement?

Only Participating Class Members (i.e., Class Members who do not opt out) have the right to object to the Settlement.

A Participating Class Member who disagrees with any aspect of the Agreement, may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [forty-five (45) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the objection to _____ or email the objection to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Sumnicht v. AMN Services, LLC*, Case No. 22CV397191, and include your name and current street address. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

Alternatively, or in addition to submitting a written objection, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval

Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. Please see instructions in the following section for how you or your attorney can appear at the Final Hearing.

In deciding whether to object, you are entitled to see further information about what the Parties are asking the Court to approve and the basis for such requests. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and for Attorneys' Fees, Litigation Expenses and Service Awards stating (a) the amounts Class Counsel is requesting for attorneys' fees and litigation expenses; (b) the amount Plaintiffs are requesting as Class Representative Service Payments; and (c) the basis for such requested amounts. Upon request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them (i) on the Administrator's website at <<_____>>, or (ii) via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://portal.scscourt.org/>), by entering Case No. 22CV397191.

CLASS COUNSEL:

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Fax: (424) 292-2355
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arowbotham@haineslawgroup.com

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 1:30 p.m. (Pacific Standard Time) on _____, in Department 19 of the Superior Court of California, County of Santa Clara County Superior Court, located at 161 North First Street, San Jose, CA 95113, before Judge Theodore C. Zayner. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If there are objections, the Court

will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing, or have an attorney appear on their behalf (at the Class Member's own cost).

Class Members and their attorneys may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact Class Counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

It is possible the Court will reschedule the Final Approval Hearing. Before appearing at the Final Approval Hearing, you should confirm the date of the hearing by visiting the court website or contacting Class Counsel. Hearing dates are posted on the Internet via the Case Information Portal page for the California Superior Court for the County of Santa Clara (<https://portal.scscourt.org/>) and entering the Case No. 22CV397191.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Sumnicht v. AMN Services, LLC* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for final approval or other Settlement documents by going to the Administrator's website at <<_____>> where these documents will be posted as they become available. You may also get more details by examining the Court's file on the Internet via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://portal.scscourt.org/>) and entering the Case No. 22CV397191. If you wish to view the Court files in person, you should go to the Clerk's Office located at 191 North First Street, San Jose, CA 95113.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Name or Address Changes** - To receive your check, you should immediately notify the Administrator if you change your name, move or otherwise change your mailing address.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed by that date. The specific expiration date will be printed on the check you receive. The Administrator will pay all unclaimed funds (i.e., funds associated with all checks that are not cashed by the deadline) to a non-profit

charity as the Cy Pres Recipient. The Parties have proposed Greg E. Knoll Justice Gap Fund as the Cy Pres Recipient.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

LINDSEY SUMNICHT, ZOLA STAMPER,
and FARRAH ALIZADEH, individuals, on
behalf of themselves and on behalf of all
persons similarly situated,

Plaintiffs,

v.

AMN SERVICES, LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **22CV397191**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed:
Trial Date: Not set

This matter came before the Honorable Theodore C. Zayner of the Superior Court of the
State of California, in and for the County Santa Clara, on _____[DATE], for the motion by
Plaintiffs Lindsey Sumnicht, Zola Stamper, and Farrah Alizadeh (“Plaintiffs”) for preliminary
approval of the class and PAGA settlement with Defendant AMN Services, LLC (“Defendant”).

PRELIMINARY APPROVAL ORDER

1 The Court, having considered the proposed Settlement Agreement, the Motion for Preliminary
2 Approval of Class Action Settlement filed by Plaintiffs, argument of counsel and all matters
3 presented to the Court and good cause appearing, hereby GRANTS Plaintiffs' Motion for
4 Preliminary Approval of Class Action Settlement.

5 **IT IS HEREBY ORDERED:**

6 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
7 ("Agreement" or "Settlement") submitted as Exhibit #1 to the Declaration of Kyle Nordrehaug in
8 Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. This
9 preliminary approval is based on the Court's determination that the Settlement set forth in the
10 Agreement is within the range of possible final approval, pursuant to the provisions of section 382
11 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

12 2. This Order incorporates by reference the definitions in the Agreement, and all terms
13 not otherwise defined in this Order shall have the same meaning as set forth in the Agreement.

14 3. The Gross Settlement Amount is Four Million Dollars (\$4,000,000). It appears to
15 the Court, on a preliminary basis, that the Settlement amount and terms are fair, adequate and
16 reasonable as to all potential Class Members when balanced against the probable outcome of further
17 litigation and the significant risks relating to certification, liability, and damages issues. It further
18 appears that investigation and research have been conducted such that counsel for the Parties are
19 able to reasonably evaluate their respective positions. It further appears to the Court that settlement
20 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks
21 that would be presented by the further prosecution of the Action. It further appears that the
22 Agreement has been reached as the result of serious and non-collusive, arms'-length negotiations.
23 The Court therefore preliminarily finds that the Settlement is fair, adequate, and reasonable when
24 balanced against the probable outcome of further litigation and the significant risks relating to
25 certification, liability, and damages issues.

26 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
27 Gross Settlement Amount, which is presently equals \$1,333,333, an award of litigation expenses

1 incurred, not to exceed Thirty-Five Thousand Dollars (\$35,000), and proposed Class Representative
2 Service Payments to the Plaintiffs in an amount not to exceed Ten Thousand Dollars (\$10,000) each.
3 The Court will not approve the amount of attorneys' fees and litigation expenses, nor the amount of
4 any service payments, until the Final Approval Hearing. Plaintiffs will be required to present
5 evidence supporting these requests prior to final approval.

6 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification
7 of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or
8 any other proceeding, should this Settlement not become final. For settlement purposes only, the
9 Court conditionally certifies the following Class: "all of Defendant's non-exempt employees who
10 were assigned to work at any facility in California at any time during the Class Period". The Class
11 Period is the period of time from July 8, 2021 through September 17, 2025.

12 6. The Court concludes that, for purposes of approving this Settlement only, the Class
13 meets the requirements for certification under section 382 of the California Code of Civil Procedure
14 in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
15 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
16 community of interest amongst the members of the Class with respect to the subject matter of the
17 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d) the
18 Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a class
19 action is superior to other available methods for the efficient resolution of this controversy; and (f)
20 counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are adequate
21 representatives of the Class.

22 7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
23 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
24 of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Paul K. Haines, Fletcher W. Schmidt, and
25 Andrew J. Rowbotham of Haines Law Group, APC as Class Counsel.

26 8. The Court hereby approves, as to form and content, the Notice of Proposed
27 Settlement of Class Action and Hearing Date for Final Court Approval ("Class Notice"), attached
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1 as Exhibit A to the Agreement. The Court finds that the Class Notice appears to fully and accurately
2 inform the Class of all material elements of the proposed Settlement and the Class Members' options
3 including, inter alia, their options (i) to be excluded from the Class by submitting a written opt-out
4 request, (ii) to be represented by counsel of their choosing, and (iii) to object to the terms of the
5 Settlement. The Court further finds that the distribution of the Class Notice substantially in the
6 manner and form set forth in the Agreement and this Order meets the requirements of due process,
7 is the best notice practicable under the circumstances, and shall constitute due and sufficient notice
8 to all persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail,
9 pursuant to the terms set forth in the Agreement. If a Class Notice is returned because of an incorrect
10 address, the Administrator will promptly search for a more current address for the Class Member
11 and re-mail the Class Notice to the Class Member in accordance with the Agreement.

12 9. The Court hereby appoints Apex Class Action, LLC as Administrator for the
13 Settlement. No later than fifteen (15) calendar days after issuance of this Order, Defendant shall
14 provide to the Administrator an electronic spreadsheet with the Class Data. This information will
15 otherwise remain confidential and will not be disclosed to anyone, except as required to applicable
16 taxing authorities, to carry out the procedures in the Agreement, or pursuant to Defendant's express
17 written authorization or by order of the Court. The Administrator will perform address updates and
18 verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it as
19 soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class
20 Data spreadsheet, the Administrator will mail the Class Notice to all Class Members via first-class
21 U.S. Mail.

22 10. The Court hereby preliminarily approves the proposed procedure for exclusion from
23 the Settlement. Any Class Member may individually choose to opt-out of and be excluded from the
24 Class as provided in the Class Notice by following the instructions set forth in the Class Notice. All
25 requests for exclusion must be sent to the Administrator and postmarked by no later than the
26 Response Deadline, which is forty-five (45) calendar days after the Administrator initially mails the
27 Class Notice to the Class Members. If the Class Notice is re-mailed, this Response Deadline will
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1 be extended an additional fourteen (14) calendar days. Any person who chooses to opt-out of and
2 be excluded from the Class will not be entitled to any recovery under the Settlement and will not be
3 bound by the Settlement or have any right to object, appeal or comment thereon. Aggrieved
4 Employees shall be sent their Individual PAGA Payment and will be subject to the release of the
5 Released PAGA Claims regardless of whether they opt-out of the Class. Class Members who have
6 not requested exclusion shall be bound by all determinations of the Court, the Agreement, and the
7 Judgment. A request for exclusion applies only to the individual submitting the request for
8 exclusion, and any attempt to effect an opt-out on behalf of any other individual or individuals
9 (including a group, class, or subclass of individuals) is not permitted and will be deemed invalid.

10 11. Any Class Member who has not opted-out may appear at the Final Approval Hearing
11 and may object or express the Class Member's views regarding the Settlement and may present
12 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and
13 determined by the Court as provided in the Class Notice. Class Members will have until the
14 Response Deadline set forth in the Class Notice to submit their written objections to the
15 Administrator in accordance with the instructions in the Class Notice. If the Class Notice is re-
16 mailed, the Response Deadline will be extended an additional fourteen (14) calendar days.
17 Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection.

18 12. A Final Approval Hearing shall be held before this Court on _____
19 _____ at 1:30 p.m. in Department 19 of the Santa Clara County Superior Court to
20 determine all necessary matters concerning the Settlement, including: whether the proposed
21 settlement of the Action on the terms and conditions provided for in the Agreement are fair, adequate
22 and reasonable and should be finally approved by the Court; whether the Final Approval Order and
23 Judgment should be entered herein; whether the plan of allocation contained in the Agreement
24 should be approved as fair, adequate and reasonable to the Class Members; and to finally approve
25 attorneys' fees and costs to Class Counsel, the service payments to Plaintiffs, and the expenses of
26 the Administrator. The motion for final approval of the class settlement and for award of attorneys'
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1 fees, costs and service payments shall be filed with the Court and served on all counsel no later than
2 sixteen (16) court days before the hearing and shall be heard at the Final Approval Hearing.

3 13. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
4 shall be construed as a concession or admission by Defendant in any way that the claims asserted
5 have any merit or that this Action was properly brought as a class or representative action, and shall
6 not be used as evidence of, or used against Defendant as, an admission or indication in any way,
7 including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or
8 with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is
9 finally approved, neither the Agreement, nor any exhibit, document, statement, proceeding or
10 conduct related to the Settlement or Agreement, nor any reports or accounts thereof, shall in any
11 event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for
12 any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption,
13 concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission,
14 concession or damage.

15 14. Plaintiffs are hereby ordered to give notice of the Settlement to the California Labor
16 and Workforce Development Agency, as required by PAGA.

17 15. In the event the Settlement does not become effective in accordance with the terms
18 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
19 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
20 and the Parties shall revert to their respective positions as of before entering into the Agreement,
21 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
22 including all available defenses and affirmative defenses, and arguments that no claim in the Action
23 could be certified as a class action and/or managed as a representative action. In such an event, the
24 Court's orders regarding the Settlement, including this Order, shall not be used or referred to in
25 litigation or otherwise for any purpose.

26 16. The Court reserves the right to adjourn or continue the date of the Final Approval
27 Hearing and all dates provided for in the Agreement without further notice to Class Members and
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1 retains jurisdiction to consider all further applications arising out of or connected with the proposed
2 Settlement.

3 17. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
4 further orders of the Court at the Final Approval Hearing.

5 **IT IS SO ORDERED.**

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7 Dated: _____

8 HON. THEODORE C. ZAYNER
JUDGE, SUPERIOR COURT OF CALIFORNIA

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PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

LINDSEY SUMNICHT, ZOLA STAMPER,
and FARRAH ALIZADEH, individuals, on
behalf of themselves and on behalf of all
persons similarly situated,

Plaintiffs,

v.

AMN SERVICES, LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **22CV397191**

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed:
Trial Date: Not set

1 The motion of Plaintiffs Lindsey Sumnicht, Zola Stamper, and Farrah Alizadeh
2 (“Plaintiffs”) for an order finally approving the class action and PAGA settlement between
3 Plaintiffs and Defendant AMN Services, LLC (“Defendant”) came on for hearing on
4 _____ before the Honorable Theodore C. Zayner. The Court, having reviewed the
5 Plaintiffs’ Motion for Final Approval, arguments of counsel and evidence presented at the hearing,
6 and otherwise being fully informed and good cause appearing, hereby ORDERS that Plaintiffs’
7 Motion for Final Approval is GRANTED.

8 It is further ORDERED, ADJUDGED, and DECREED as follows:

9 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
10 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
11 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

12 2. The Court hereby adopts and incorporates by reference the terms and conditions
13 defined in the Class Action and PAGA Settlement Agreement (the “Agreement” or “Settlement”),
14 and all terms not otherwise defined in this Order and Judgment shall have the same meaning as set
15 forth in the Agreement.

16 3. This Court finds that it has jurisdiction over the subject matter of this litigation
17 pending before the California Superior Court for the County of Santa Clara, and over all Parties to
18 this litigation, including the Class and Aggrieved Employees.

19 4. Plaintiffs submitted notice of the Settlement to the California Labor and Workforce
20 Development Agency (“LWDA”), and the LWDA has not indicated any opposition to the
21 Settlement.

22 5. Pursuant to Labor Code § 2698, *et seq.*, the Court also finds that the Settlement’s
23 resolution of the alleged PAGA claims furthers PAGA’s objectives. The PAGA Penalties amount
24 of \$100,000 is approved and shall be paid out of the Gross Settlement Amount, 75% of which
25 shall be allocated and paid to the LWDA and 25% of which shall be distributed to the Aggrieved
26 Employees as Individual PAGA Payments. The Administrator will calculate each Individual
27 PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA
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1 Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved
2 Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay
3 Periods worked by each respective Aggrieved Employee. The Aggrieved Employees are all of
4 Defendant's non-exempt employees who were assigned to work at any facility in California at any
5 time during the PAGA Period, which is February 19, 2022, through September 17, 2025. All
6 Aggrieved Employees will be sent their share of the PAGA Penalties and will be subject to the
7 release of the Released PAGA Claims as set forth below, whether or not they opt out of the Class
8 Settlement.

9 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
10 by first class mail to members of the Class at their last known addresses. Mailing of the Class
11 Notice to Class members' last known addresses was the best notice practicable under the
12 circumstances and was reasonably calculated to communicate actual notice of the litigation and
13 the proposed settlement to the Class.

14 7. The Class Notice fully and accurately informed the Class Members of all material
15 elements of the proposed Settlement and the Class Members' options including, *inter alia*, their
16 options (i) to be excluded from the Class by submitting a written opt-out request, (ii) to be
17 represented by counsel of their choosing, and (iii) to object to the terms of the Settlement. The
18 Class Notice was valid, due, and sufficient notice to all Class Members, and complied fully with
19 the laws of the State of California, the United States Constitution, due process and other applicable
20 law. The Class Notice fairly and adequately described the Settlement and provided Class
21 Members with adequate instructions and means to obtain additional information.

22 1. A full opportunity has been afforded to the Class Members to participate in the Final
23 Approval hearing, and all Class Members and other persons wishing to be heard have been heard.
24 Class Members also have had a full and fair opportunity to exclude themselves from the proposed
25 Settlement and Class. There was an adequate interval between notice and the deadline to permit
26 Class Members to choose what to do and act on their decision. Accordingly, the Court determines
27 that all Class Members who did not timely and properly submit a request for exclusion in
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1 accordance with the Agreement are bound by the Settlement and this Final Approval Order and
2 Judgment. [_____ Participating Class Members objected to the Settlement as part of this
3 notice process or stated an intent to appear at the final approval hearing. [The Court overrules the
4 objections raised by objecting Participating Class Members.]

5 8. The Court has considered all relevant factors for determining the fairness of the
6 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
7 particular, the Court finds that the Gross Settlement Amount of Four Million Dollars (\$4,000,000)
8 and the other terms set forth in the Agreement are fair, reasonable, and adequate.

9 9. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
10 48 Cal.App.4th 1794, 1801 (1996). The Court finds that the Settlement was the result of arms'-
11 length bargaining between the Parties during an all-day mediation before Monique Ngo-Bonnici, a
12 respected and experienced mediator of wage and hour class actions. There has been no collusion
13 between the Parties in reaching the proposed settlement. Plaintiffs' investigation and discovery
14 have been sufficient to allow the Court and counsel to act intelligently and to become familiar with
15 the strengths and weaknesses of the claims. Counsel for both Parties are experienced in similar
16 employment class action litigation. All counsel recommended approval of the Agreement.

17 10. The consideration to be given to the Plaintiffs, Class Members, the Aggrieved
18 Employees, and the LWDA under the terms of the Agreement is fair, reasonable and adequate
19 consideration for the release of claims given the uncertainties and significant risks of the litigation
20 related to certification, liability, and damages issues, the strengths and weaknesses of the claims,
21 and the delays which would ensue from continued prosecution of the action. In so finding, the
22 Court has considered all evidence presented, and the Parties have provided the Court with
23 sufficient information about the nature and magnitude of the claims being settled, as well as the
24 impediments to recovery, to permit the Court to make an independent assessment of the
25 reasonableness of the terms to which the Parties have agreed.

26 11. The Court hereby grants final approval of the class settlement with respect to the
27 Class defined as: All of Defendant's non-exempt employees who were assigned to work at any
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1 facility in California at any time during the Class Period. The “Class Period” is July 8, 2021
2 through September 17, 2025. All persons who meet the foregoing definition are members of the
3 Class, except for those individuals who timely submitted a valid request for exclusion (“opt out”)
4 from the Class. The following individuals were the only Class Members who opted out of the
5 Settlement: _____.

6 12. The reaction of the Class was positive. [There were no objectors/the percentage of
7 objectors and requests for exclusion is small. ____ objections were received. ____ requests
8 for exclusion were received].

9 13. Plaintiffs are suitable Class Representatives and are hereby confirmed as the Class
10 Representatives for the Class. The Court finds that Plaintiffs’ investment and commitment to the
11 litigation and its outcome ensured adequate and zealous advocacy for the Class, and that their
12 interests are aligned with those of the Class.

13 14. The Court hereby awards the Class Representative Service Payments in the amount
14 of \$ _____ to each of the Plaintiffs, to be paid out of the Gross Settlement Amount, and finds
15 that such Class Representative Service Payments are reasonable in light of the risks and burdens
16 undertaken by the Plaintiffs in the litigation, for their time and effort in bringing and prosecuting
17 this matter on behalf of the Class and the Aggrieved Employees, and for their execution of general
18 releases.

19 15. The Court finds that Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit
20 Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Paul K. Haines, Fletcher W.
21 Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC (“Class Counsel”) have the
22 requisite qualifications, experience, and skill to protect and advance the interests of the Class. The
23 Court therefore confirms its Preliminary Approval Order appointing Class Counsel as counsel for
24 the Class.

25 16. The Court hereby awards Class Counsel a Class Counsel Fees Payment in the
26 amount of \$ _____ and a Class Counsel Litigation Expenses Payment in the amount of
27 \$ _____, to be paid out of the Gross Settlement Amount. These amounts are reasonable, in
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1 light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
2 results achieved by Class Counsel. The requested awards have been supported by Class Counsel's
3 lodestar and billing statement. Class Counsel shall not seek or obtain any other compensation or
4 reimbursement from Defendant, Plaintiffs, or members of the Class.

5 17. The payment of \$ _____ to the Administrator as the Administration
6 Expenses Payment is approved because this amount is reasonable in light of the work performed
7 by the Administrator. The Administration Expenses Payment shall be paid out of the Gross
8 Settlement Amount. The Administrator shall calculate and administer the payments to be made to
9 the Participating Class Members and Aggrieved Employees, transmit payment for attorneys' fees
10 and costs to Class Counsel, transmit the Class Representative Service Payments to the Plaintiffs,
11 distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings, and
12 perform the other remaining duties set forth in the Agreement.

13 18. Notice of entry of this Final Approval Order and Judgment shall be given to all
14 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. This Final Approval
15 Order and Judgment shall be posted on the Administrator's website as set forth in the Class
16 Notice. It shall not be necessary to send notice of entry of this Final Approval Order and
17 Judgment to individual Class Members. Class Counsel shall serve this Final Approval Order and
18 Judgment on the LWDA.

19 19. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts
20 necessary to fully pay Defendant's share of payroll taxes in accordance with the Agreement, by
21 transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

22 20. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the
23 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
24 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
25 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
26 Payments.

1 21. Participating Class Members and Aggrieved Employees must cash their settlement
2 checks within 180 days after issuance. If such checks are not cashed within 120 days after the
3 initial mailing of the checks, the Administrator will send the affected Participating Class Member
4 and/or Aggrieved Employee a reminder notice stating that unless the check is cashed in the next
5 60 days, it will expire and become non-negotiable and offer to replace the check if it was lost or
6 misplaced. All funds associated with checks that remain uncashed by the expiration of the 180
7 day period, and therefore become void, shall be paid to Greg E. Knoll Justice Gap Fund, which
8 this Court approves as the Cy Pres Recipient of this Settlement in accordance with California
9 Code of Civil Procedure section 384(b).

10 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
11 Final Approval Order and Judgment a finding of the validity of any claims in the Action or of any
12 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
13 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
14 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
15 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
16 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
17 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
18 admission or concession with regard to the denials or defenses by Defendant.

19 23. Neither this Judgment, Approval Motion, the Settlement, any document referred to
20 herein, any exhibit to any document referred to herein, any action taken to carry out the
21 Settlement, nor any negotiations or proceedings related to the Settlement shall have any collateral
22 estoppel or other preclusive effect against Defendant; provided, however, that Defendant and any
23 of the Released Parties can use the Agreement and this Final Approval Order and Judgment to
24 enforce the release and extinguishment of the Released Class Claims and Released PAGA Claims,
25 including without limitation by way of defense to any claims that have been or may hereafter be
26 asserted in any lawsuit or other judicial, administrative, or arbitral proceeding.

1 24. Except as set forth in the Agreement and this Final Approval Order and Judgment,
2 Plaintiffs, and all members of the Class, shall take nothing in the Action. Each party shall bear its
3 own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final
4 Approval Order and Judgment.

5 25. Effective on the date when Defendant fully funds the entire Gross Settlement
6 Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class
7 Payments, all Participating Class Members, on behalf of themselves and their respective former
8 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
9 release the Released Parties from the Released Class Claims. The "Released Class Claims" are
10 any and all claims as pled in the Operative Complaint including claims that reasonably could have
11 been alleged based on the facts stated in the Operative Complaint that occurred during the Class
12 Period including claims for (1) violation of Business & Professions Code § 17200 based on the
13 allegations in the Operative Complaint; (2) failure to pay minimum wages; (3) failure to pay
14 overtime wages; (4) failure to provide meal periods; (5) failure to provide required rest periods;
15 (6) failure to provide accurate itemized wage statements; (7) failure to reimburse employees; and
16 (8) failure to provide wages when due, as well as any and all wage and hour claims that were
17 asserted or could have been asserted based on the factual allegations contained in the Operative
18 Complaint, through the Class Period. This also includes any and all claims alleged or that could
19 have been alleged based on the facts of the Operative Complaint that occurred during the Class
20 Period for unpaid wages, economic damages, noneconomic damages, any other damages, civil or
21 statutory penalties, waiting time penalties, liquidated damages, and all other associated damages
22 and/or penalties, including any and all claims alleged or that could have been alleged based on the
23 facts in the Operative Complaint that occurred during the Class Period under Labor Code §§ 201,
24 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1,
25 1198, and 2802, or California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
26 California Code of Regulations, Title 8, Section 11070(14), or the applicable IWC Wage Orders,
27 and any and all claims or potential claims for lost wages and/or benefits, consequential economic
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1 damages, other economic damages, punitive damages, any other damages, attorneys' fees and
2 costs and interest, through the Class Release Period. The Released Class Claims excludes all other
3 claims including claims for vested benefits, wrongful termination, and violation of the Fair
4 Employment and Housing Act, unemployment insurance, disability, social security, workers'
5 compensation, and California class claims outside of the Class Period.

6 26. Effective on the date when Defendant fully funds the entire Gross Settlement
7 Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class
8 Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
9 themselves and their respective former and present representatives, agents, attorneys, heirs,
10 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
11 The "Released PAGA Claims" are any and all claims as pled in the PAGA Notice and Operative
12 Complaint that occurred during the PAGA Period for violation of California Labor Code § 2698,
13 et seq. based on the allegations in the PAGA Notice and Operative Complaint, as well as any and
14 all PAGA claims that were asserted or could have been asserted based on the factual allegations
15 contained in the Operative Complaint and PAGA Notice, through the PAGA Period, including any
16 and all PAGA claims alleged or that could have been alleged on the facts of the PAGA Notice,
17 including, claims for civil penalties under Labor Code § 2698, et seq., §§ 201, 202, 203, 204 et
18 seq., 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802,
19 or California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code
20 of Regulations, Title 8, Section 11070(14), or the applicable IWC Wage Orders. The Released
21 PAGA Claims do not include other claims, including claims for vested benefits, wrongful
22 termination, and violation of the Fair Employment and Housing Act, unemployment insurance,
23 disability, social security, worker's compensation, California class claims, and PAGA claims
24 outside of the PAGA Period.

25 27. The Released Parties are: Defendant, its corporate parent, and all other entities
26 affiliated with it or them (individually and collectively, the "AMN Entities"), and the AMN
27 Entities' respective and collective owners, agents, attorneys, insurers, past, present, and future
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1 divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors,
2 managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees,
3 executors, partners, parents, subsidiaries, managed service providers, healthcare facility clients,
4 any and all facilities where Class Members and Aggrieved Employees performed work for
5 Defendant, any and all entities that operate those facilities, any and all alleged joint employers,
6 privies, and/or any and all persons and/or corporate entities acting by, through, under, or in concert
7 with any of them.

8 28. This Final Approval Order and Judgment shall be binding on Plaintiffs and all
9 Class Members who are hereby barred by the doctrine of res judicata from asserting any and all of
10 the Released Class Claims.

11 29. This Final Approval Order and Judgment shall be binding on Plaintiffs and all
12 Aggrieved Employees, the LWDA, and the State of California who are hereby barred by the
13 doctrine of res judicata from asserting any and all of the Released PAGA Claims. *See Arias v.*
14 *Superior Court*, 46 Cal. 4th 969, 986 (2009).

15 30. This document shall constitute a judgment under California Code of Civil
16 Procedure section 664.6 and California Rules of Court, Rule 7.69(h).

17 31. Pursuant to California Code of Civil Procedure section 664.6, and without affecting
18 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,
19 implement and enforce the Agreement and this Judgment.

20 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

21
22 Dated: _____

23 _____
24 HON. THEODORE C. ZAYNER
25 JUDGE, SUPERIOR COURT OF CALIFORNIA
26
27
28

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

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Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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Admitted: 2012, California

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

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Admitted: 2016, California

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

REPORTED CASES

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

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

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

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was

no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co.,

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Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. _____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:
1004

January 31, 2022
CA2596

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

AMN Services, LLC
Certified Mail #70211970000003066699
CSC - Lawyers Incorporating Service
2710 gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by AMN Services, LLC in California and classified as non-exempt employees during the time period of January 31, 2021 until a date as determined by the Court. Our offices represent Plaintiff Lindsey Sumnicht (“Plaintiff”) and other Aggrieved Employees in a lawsuit against AMN Services, LLC (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from November of 2021 to February of 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other

Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #4

1 **GROVE LAW LLP**

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10 10000 Washington Blvd., Sixth Floor

11 Los Angeles, California 90071

12 Telephone: (310) 853-6020

13 Attorneys for Defendant

14 AMN SERVICES, LLC

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF SANTA CLARA**

17 LINDSEY SUMNICHT, ZOLA
18 STAMPER, and FARRAH ALIZADEH,
19 individuals, on behalf of themselves and
20 on behalf of all persons similarly situated,

21 Plaintiffs,

22 v.

23 AMN SERVICES, LLC, a Limited
24 Liability Company, and DOES 1 through
25 50, inclusive,

26 Defendants.

Case No. 22CV397191

Assigned to the Hon. Theodore C.
Zayner,
Dept. 19

**DECLARATION OF ANTHONY
SBARDELLATI**

1 I, Anthony Sbardellati, declare as follows:

2 1. I represent AMN Services, LLC (“Defendant”) in the above captioned
3 matter.

4 2. I make this Declaration pursuant to Paragraph 7.1 of the Class Action and
5 PAGA Settlement Agreement between the parties to the above captioned matter
6 signed on September 15, 2025 (“Settlement Agreement”).

7 3. There are no actual or potential conflicts of interest between Defendant or
8 my law firm and Apex Class Action, LLC, the Administrator, nor are there any actual
9 or potential conflicts of interest between Defendant or my law firm and the Greg E.
10 Knoll Justice Gap Fund, the Cy Pres Recipient.

11 4. The number of Class Members during the Class Period as reflected in
12 Defendant’s payroll data is: 13,802.

13 5. The number of Workweeks worked by Class Members during the Class
14 period as reflected in Defendant’s payroll data is: 414,949.

15 6. Capitalized terms not defined herein have the meaning given to them in
16 the Settlement Agreement.

17 I declare under penalty of perjury under the laws of the United States of America
18 and the State of California that the foregoing is true and correct to the best of my
19 knowledge and belief and that this declaration was executed this 31st day of October,
20 2025 at Los Angeles County, California.

21
22
23 

24 ANTHONY SBARDELLATI
25 Attorney for Defendant
26 AMN Services, LLC
27
28