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17 AMN HEALTHCARE LANGUAGE
18 SERVICES, INC.

19 [Attorneys for Plaintiffs on the following page]

20 **UNITED STATES DISTRICT COURT**
21 **SOUTHERN DISTRICT OF CALIFORNIA**

22 Sharon Oliveira and Ingrid Leeman,
23 individually and on behalf of themselves
24 and all others similarly situated,

25 Plaintiffs,

26 v.

27 AMN Healthcare Language Services,
28 Inc., a Delaware corporation, and DOES 1
through 10, inclusive,

Defendants.

Case No. 3:22-cv-0003- LL (WVG)

CLASS ACTION

**CLASS AND COLLECTIVE
ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Judge: Hon. Linda Lopez
Courtroom: 2B (2nd Fl.) / 2140

Magistrate Judge: Hon. William V. Gallo
Courtroom: Suite 2125

Trial Date: Not Set
Complaint Filed: January 3, 2022

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28 Attorneys for Plaintiffs and the Putative Classes

1 **CLASS AND COLLECTIVE ACTION**
2 **SETTLEMENT AGREEMENT AND RELEASE**

3 1. This Class and Collective Action Settlement Agreement and Release
4 (“Agreement,” “Settlement Agreement” or “Settlement”) is made by and between
5 named plaintiffs Sharon Oliveira (“Plaintiff Oliveira”) and Ingrid Leeman (“Plaintiff
6 Leeman”) (collectively, “Named Plaintiffs”), individually and on behalf of all
7 Class/Collective Members (as defined below), and Defendant AMN Healthcare
8 Language Services, Inc. (“AMN” or “Defendant”) (collectively with Named Plaintiffs,
9 the “Parties”).

10 **I. DEFINITIONS**

11 The following terms used in this Agreement shall have the meanings ascribed to
12 them below:

13 1. **“Action”** means the above captioned matter, titled *Sharon Oliveira, et al.*
14 *v. AMN Healthcare Language Services, Inc., et al.*, S.D. Cal. Case No. 3:22-cv-0003-
15 LL (WVG).

16 2. **“Approved Administration Costs”** means the Court-approved amount to
17 reimburse the cost of the Settlement Administrator in an amount not to exceed \$35,000.

18 3. **“Approved Attorneys’ Fees and Costs”** means the Court-approved
19 amount of attorneys’ fees and out-of-pocket litigation costs and expenses to be paid to
20 Class Counsel for reimbursement of reasonable attorneys’ fees and expenses incurred
21 to prosecute the Action, including (a) an amount not to exceed One Million Dollars and
22 No Cents (\$1,000,000.00) for attorneys’ fees and (b) the actual amount of costs and
23 expenses, which are currently estimated at \$42,824.27, and which shall not exceed
24 \$46,000.

25 4. **“Approved Service Awards”** means the Court-approved amount of
26 service awards to be paid to Named Plaintiffs for initiating the Action and providing
27 services in support of the Action in an amount not to exceed Seven Thousand Five
28 ///

1 Hundred Dollars and No Cents (\$7,500.00) each, for a total of not greater than Fifteen
2 Thousand Dollars and No Cents (\$15,000.00).

3 5. **“California Class”** or **“California Class Members”** means Plaintiff
4 Leeman and all current and former employees employed by AMN Healthcare Language
5 Services, Inc. or its Predecessor Companies as Interpreters in the State of California
6 during the California Class Period. Some California Class Members will also be FLSA
7 Collective Members.

8 6. **“California Class Period”** means the period of time from June 27, 2018
9 to November 1, 2022.

10 7. **“California Notice”** means the notice of settlement to be distributed to
11 the California Class, including all members of the FLSA Collective who worked as
12 Interpreters in the State of California during the FLSA Collective Period, substantially
13 in the form of **Exhibit B** attached hereto or as approved by the Court.

14 8. **“California Settlement Class”** or **“California Settlement Class**
15 **Members”** means California Class Members who do not validly exclude themselves
16 from this Settlement.

17 9. **“Class/Collective Members”** means all members of the FLSA Collective,
18 the Ohio Collective, the California Class and/or the PAGA Representative Group.

19 10. **“Class Counsel”** means Brian S. Kabateck and Jerusalem F. Beligan of
20 KABATECK LLP; James L. Simon of SIMON LAW CO.; and Michael L. Fradin of
21 FRADIN LAW.

22 11. **“California Class Notice Period”** means the period of time from the
23 initial date of mailing of the Notices of Settlement to the date forty-five (45) days after
24 the mailing.

25 12. **“Collective Notice Period”** means the period of time from the initial date
26 of mailing of the Notices of Settlement to the date sixty (60) days after the mailing.

27 13. **“Court”** means the United States District Court for the Southern District
28 of California.

1 14. **“Defendant”** or **“AMN”** means AMN Healthcare Language Services, Inc.

2 15. **“Defendant’s Counsel”** means Robin A. Wofford, Mary P. Snyder, and
3 Katherine M. McCray of WILSON TURNER KOSMO LLP.

4 16. **“Final Approval Order”** means the Order entered by the Court that
5 approves the material terms and conditions of this Agreement and the distribution of
6 the Gross Settlement Amount, and that dismisses this Action, with prejudice.

7 17. **“FLSA”** means the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*

8 18. **“FLSA Collective Period”** means the period of time from the date three
9 years prior to the FLSA Conditional Certification Date to November 1, 2022.

10 19. **“FLSA Conditional Certification Date”** means the date the Court
11 conditionally certifies a collective under the FLSA.

12 20. **“FLSA Collective”** or **“FLSA Collective Members”** means Named
13 Plaintiffs and all current and former employees employed by AMN Healthcare
14 Language Services, Inc. or its Predecessor Companies as Interpreters in the United
15 States (excluding Puerto Rico) during the FLSA Collective Period. Some FLSA
16 Collective Members will also be California Class Members; and some FLSA Collective
17 Members will also be Ohio Collective Members.

18 21. **“FLSA Opt-In Consent Form”** means a form to be used by FLSA
19 Collective Members, except those who are *also* Ohio Collective Members, to indicate
20 their consent to join the Action and the FLSA Settlement, substantially in the form of
21 **Exhibit D** attached hereto or as approved by the Court.

22 22. **“FLSA Settlement Collective”** means a group consisting of Named
23 Plaintiffs and all members of the FLSA Collective who opt-in to the case by timely
24 submitting an FLSA Opt-In Consent Form in accordance with the terms of this
25 Agreement.

26 23. **“FLSA Notice”** means the notice of settlement to be distributed to the
27 FLSA Collective Members who are *not also* Ohio Collective Members or California
28

1 Class Members, substantially in the form of **Exhibit A** attached hereto or as approved
2 by the Court.

3 24. **“Gross Settlement Amount”** means the non-reversionary maximum
4 amount that AMN shall pay in connection with this Settlement, in exchange for the
5 release of the Settlement Class Members’ Released Claims. The Gross Settlement
6 Amount is the gross sum of Three Million Dollars and no cents (\$3,000,000.00), which
7 includes (i) all settlement payments to all Settlement Class Members, which shall
8 include penalties, liquidated damages, interest, and employee withholding on any
9 portion of the payments to the Settlement Class Members that constitute wages; (ii)
10 Approved Service Awards; (iii) Approved Administration Costs; (iv) Approved
11 Attorneys’ Fees and Costs; (v) payments to the PAGA Representative Group; and (vi)
12 payments to the LWDA. The Gross Settlement Amount does not include the employer-
13 side payroll taxes due on any portion of the payments to the Settlement Class Members
14 that constitutes wages, which AMN will pay in addition to the Gross Settlement
15 Amount. The Gross Settlement Amount shall be allocated as follows:

16 a. **“California Gross Settlement Amount”** means the amount
17 Defendant shall pay to settle the claims of the California Class in connection with the
18 California Released Claims, which shall total One Million Five Hundred Thousand
19 Dollars and no cents (\$1,500,000.00).

20 b. **“PAGA Gross Settlement Amount”** means the Court-approved
21 amount Defendant shall pay to settle the PAGA penalty claims of the PAGA
22 Representative Group, including payments to the PAGA Representative Group and
23 payments to the LWDA, which shall total no more than Fifty Thousand Dollars and no
24 cents (\$50,000.00).

25 c. **“FLSA Gross Settlement Amount”** means the amount Defendant
26 shall pay to settle the claims of the FLSA Collective in connection with the FLSA
27 Released Claims, which shall total One Million Four Hundred Forty Thousand Dollars
28 and No Cents (\$1,440,000.00).

1 d. **“Ohio Gross Settlement Amount”** means the amount Defendant
2 shall pay to settle the claims of the Ohio Collective in connection with the Ohio
3 Released Claims, which shall total Ten Thousand Dollars and no cents (\$10,000.00).

4 25. **“Interpreters”** means any individuals employed in the United States
5 (excluding Puerto Rico) by AMN Healthcare Language Services, Inc. or its Predecessor
6 Companies as non-exempt interpreters, which includes employees in the following job
7 titles: CDI Interpreter PT; Interpreter Audio Spanish FT; Interpreter Audio Spanish PT;
8 Interpreter Video ASL FT; Interpreter Video ASL PT; Interpreter Video Spanish FT;
9 Interpreter Video Spanish PT; Interpreter Video World Language 1 FT; Interpreter
10 Video World Language 1 PT; Interpreter Video World Language 2 FT; Interpreter
11 Video World Language 2 PT; Team Lead WL; and Team Lead Spanish.

12 26. **“LWDA”** means the California Labor and Workforce Development
13 Agency.

14 27. **“Named Plaintiffs”** means Sharon Oliveira and Ingrid Leeman.

15 28. **“Net PAGA Amount”** means twenty-five percent (25%) of the PAGA
16 Gross Settlement Amount, which shall be distributed to the PAGA Representative
17 Group.

18 29. **“Net Settlement Amount”** means the amount remaining from the Gross
19 Settlement Amount after deduction of (i) Approved Service Awards; (ii) Approved
20 Administration Costs; (iii) Approved Attorneys’ Fees and Costs; and (iv) the PAGA
21 Gross Settlement Amount.

22 a. **“California Net Settlement Amount”** means the California Gross
23 Settlement Amount less 50.85% of the Approved Service Awards, Approved Attorneys’
24 Fees and Costs, and Approved Administration Costs.

25 b. **“FLSA Net Settlement Amount”** means the FLSA Gross
26 Settlement Amount less 48.81% of the Approved Service Awards, Approved Attorneys’
27 Fees and Costs, and Approved Administration Costs.

1 c. **“Ohio Net Settlement Amount”** means the Ohio Gross Settlement
2 Amount less 0.34% of Approved Service Awards, Approved Attorneys’ Fees and Costs,
3 and Approved Administration Costs.

4 30. **“Notice(s) of Settlement”** means the California Notice, the FLSA Notice,
5 and the Ohio Notice when referred to collectively or generically.

6 31. **“Ohio Collective”** or **“Ohio Collective Members”** means Plaintiff
7 Oliveira and all current and former employees employed by AMN Healthcare Language
8 Services, Inc. or its Predecessor Companies as Interpreters in the State of Ohio during
9 the Ohio Collective Period. All Ohio Collective Members are also FLSA Collective
10 Members.

11 32. **“Ohio Collective Period”** means the period of time from the date two
12 years prior to the Ohio Conditional Certification date to November 1, 2022.

13 33. **“Ohio Conditional Certification Date”** means the date the Court
14 conditionally certifies a collective under the OMFWSA.

15 34. **“Ohio Notice”** means the notice of settlement to be distributed to the Ohio
16 Collective, substantially in the form of **Exhibit C** attached hereto or as approved by
17 the Court.

18 35. **“Ohio Opt-In Consent Form”** means a form to be used by Ohio
19 Collective Members to indicate their consent to join the Action and the FLSA and/or
20 Ohio Settlement, substantially in the form of **Exhibit E** attached hereto or as approved
21 by the Court.

22 36. **“Ohio Settlement Collective”** means Plaintiff Oliveira and all Ohio
23 Collective Members who timely submit an Ohio Opt-In Consent Form after Notice is
24 issued in accordance with the terms of this Agreement.

25 37. **“OMFWSA”** means the Ohio Minimum Fair Wage Standards Act, Ohio
26 Revised Code section 4111.01, *et seq.*

27 38. **“Operative Complaint”** means the Fourth Amended Complaint in the
28 Action, which was filed by Named Plaintiffs on or about September 22, 2022.

1 39. **“Opt-In Consent Form(s)”** means the FLSA Opt-In Consent Forms and
2 Ohio Opt-In Consent Forms when referred to collectively or generically.

3 40. **“PAGA”** means the California Private Attorneys General Act, California
4 Labor Code section 2698, *et seq.*

5 41. **“PAGA Pay Period”** means any pay period in which a PAGA
6 Representative Group Member was employed by AMN or any of its Predecessor
7 Companies as an Interpreter in the State of California in the PAGA Period.

8 42. **“PAGA Period”** means the period of time from May 29, 2021 to
9 November 1, 2022.

10 43. **“PAGA Representative Group”** or **“PAGA Representative Group**
11 **Members”** means all current and former employees employed by AMN Healthcare
12 Language Services, Inc. or its Predecessor Companies as Interpreters in the State of
13 California during the PAGA Period.

14 44. **“Parties”** means Named Plaintiffs and Defendant.

15 45. **“Predecessor Companies”** means AMN Healthcare Language Services,
16 Inc.’s predecessor companies, including Stratus Audio Inc., Stratus Video Holding
17 Company, Systematech Technical Management Services Inc., and Stratus InDemand,
18 which were associated with the following Federal Employee Identification Numbers
19 (FEINs): 37-1469009, 47-27827832, and 26-1473287.

20 46. **“Preliminary Approval Date”** means the date the Court grants the
21 Preliminary Approval Order.

22 47. **“Preliminary Approval Order”** means an order, the entry of which will
23 be sought in the Motion for Preliminary Approval, (i) preliminarily certifying the
24 California Class for settlement purposes only; (ii) conditionally certifying the FLSA
25 Collective for settlement purposes only; (iii) conditionally certifying the Ohio
26 Collective for settlement purposes only; (iv) preliminarily approving the PAGA Gross
27 Settlement Amount; (v) preliminarily approving this Agreement; (vi) approving the
28 Settlement Administrator to mail the Notices of Settlement and Opt-in Consent Forms,

1 as applicable, to Class/Collective Members describing the terms of this Agreement
2 and informing them of their rights to opt in, exclude themselves, and submit
3 objections, as applicable; (vii) appointing Class Counsel; (viii) preliminarily enjoining,
4 pending the outcome of the Final Approval Hearing, all Class/Collective Members
5 from commencing, prosecuting or maintaining any claim already asserted in, and
6 encompassed by, this Action, or commencing, prosecuting or maintaining in any court
7 or forum, other than the Court, any claim, action or other proceeding that challenges,
8 or seeks review of or relief from, any order, judgment, act, decision or ruling of the
9 Court in connection with this Agreement; and (ix) setting a date for the Final Approval
10 Hearing.

11 48. **“Released Claims”** means the California Released Claims, FLSA
12 Released Claims, Ohio Released Claims, PAGA Released Claims, and Named Plaintiff
13 Released Claims.

14 a. **“California Released Claims”** has the meaning set forth in Section
15 III, ¶ 65(c), below.

16 b. **“FLSA Released Claims”** has the meaning set forth in Section III,
17 ¶ 65(a), below.

18 c. **“Ohio Released Claims”** has the meaning set forth in Section III, ¶
19 65(b), below.

20 d. **“PAGA Released Claims”** has the meaning set forth in Section III,
21 ¶ 65(d), below.

22 e. **“Named Plaintiff Released Claims”** has the meaning set forth in
23 Section III, ¶ 65(e), below.

24 49. **“Released Parties”** means AMN Healthcare Language Services, Inc., all
25 of its current and former parent companies (including, but not limited to, AMN
26 Healthcare, Inc.), subsidiaries, affiliates, divisions and joint ventures, and, with respect
27 to each of them, their predecessors, successors, assigns, executors, administrators,
28 insurers, profit sharing, savings, health and other employee benefit plans of any nature,

1 the successors of such plans and, with respect to each such entity, all of its past, present
2 and future directors, officers, owners, shareholders, members, managers, employees,
3 agents, insurers, trustees, administrators, fiduciaries, and attorneys both individually
4 and in their capacities as directors, officers, owners, shareholders, members, managers,
5 employees, agents, insurers, trustees, administrators, fiduciaries, and attorneys.

6 50. **“Settlement Award”** means the payment that each Settlement Class
7 Member shall be entitled to receive pursuant to the terms of this Agreement, and
8 includes the California Settlement Awards, FLSA Settlement Awards, Ohio Settlement
9 Awards, and PAGA Settlement Awards.

10 a. **“California Settlement Award”** means the payment that each
11 California Settlement Class Member shall be entitled to receive pursuant to the terms
12 of this Agreement in connection with release of the California Released Claims.

13 b. **“FLSA Settlement Award”** means the payment that each FLSA
14 Settlement Collective Member shall be entitled to receive pursuant to the terms of this
15 Agreement in connection with release of the FLSA Released Claims.

16 c. **“Ohio Settlement Award”** means the payment that each Ohio
17 Settlement Collective Member shall be entitled to receive pursuant to the terms of this
18 Agreement in connection with release of the Ohio Released Claims.

19 d. **“PAGA Settlement Award”** means the payment that each PAGA
20 Representative Group Member shall be entitled to receive pursuant to the Terms of this
21 Agreement in connection with release of the PAGA Released Claims.

22 51. **“Settlement Classes”** means the FLSA Settlement Collective, the Ohio
23 Settlement Collective, the California Settlement Class, and the PAGA Representative
24 Group.

25 52. **“Settlement Class Members”** means a group consisting all members of
26 the Settlement Classes.

27 53. **“Settlement Administrator”** means CPT Group – Class Action
28 Administrators.

1 54. **“Settlement Effective Date”** means the first day following: (i) if there is
2 no objection made and the Court has not modified the terms of this Settlement, the
3 issuance of the Court’s Final Approval Order; (ii) if an objection has been made to final
4 approval of the Settlement and/or the Court has modified the terms of the Settlement
5 but no appeal has been taken, the date on which the objector’s and/or party’s time to
6 appeal the Final Approval Order has expired with no appeal or other judicial review
7 having been taken or sought; or (iii) if an objection has been made to final approval of
8 the Settlement and/or the Court has modified the terms of the Settlement and an appeal
9 of the Final Approval Order has been timely filed, the date the Final Approval Order is
10 finally affirmed by an appellate court with no possibility of subsequent appeal or other
11 judicial review or the date the appeal(s) or other judicial review are finally dismissed
12 with no possibility of subsequent appeal or other judicial review.

13 55. **“Workweek”** means any week in which an Interpreter was employed by
14 AMN Healthcare Language Services, Inc. or any of its Predecessor Companies as an
15 Interpreter. Workweeks will be determined based on AMN’s records.

16 a. **“California FT Workweek”** means any Workweek in the
17 California Class Period in which a California Settlement Class Member was employed
18 by AMN or any of its Predecessor Companies as a full-time Interpreter with a
19 home/work address, as listed in AMN’s records, in the State of California.

20 b. **“California PT Workweek”** means any Workweek in the
21 California Class Period in which a California Settlement Class Member was employed
22 by AMN or any of its Predecessor Companies as a part-time Interpreter with a
23 home/work address, as listed in AMN’s records, in the State of California.

24 c. **“FLSA FT Workweek”** means any Workweek in the FLSA
25 Collective Period in which an FLSA Settlement Collective Member was employed by
26 AMN or any of its Predecessor Companies as a full-time Interpreter.

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d. **“FLSA PT Workweek”** means any Workweek in the FLSA Collective Period in which an FLSA Settlement Collective Member was employed by AMN or any of its Predecessor Companies as a part-time Interpreter.

e. **“Ohio Workweek”** means any Workweek in the Ohio Collective Period in which an Ohio Settlement Collective Member was employed by AMN or any of its Predecessor Companies as an Interpreter with a home/work address, as listed in AMN’s records, in the State of Ohio.

II. RECITALS

56. **Procedural History:** Plaintiff Oliveira initiated the Action by filing the original Complaint on January 3, 2022, alleging eight claims for relief, four under the FLSA and four under the OMFWSA, seeking alleged unpaid minimum and overtime wages in connection with alleged “off-the-clock” work, unpaid rest breaks, and unreimbursed business expenses on her own behalf and on behalf of a nationwide FLSA collective and an Ohio class of similarly-situated Interpreters.

a. On June 27, 2022, Named Plaintiffs filed the Second Amended Complaint, adding Plaintiff Leeman as a named plaintiff and adding claims for violation of California Labor Code sections 201-203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802; Industrial Welfare Commission Order No. 4-2001 (“Wage Order No. 4”); and California Business & Professions Code § 17200, *et seq.* (the “UCL”), in connection with AMN’s alleged failure to pay all earned minimum and overtime wages, failure to provide compliant meal periods and rest breaks, failure to furnish accurate wage statements, failure to reimburse employees for reasonable and necessary business expenses, and violations of the UCL on behalf of Plaintiff Leeman and a California class of similarly-situated Interpreters.

b. On May 26, 2022, Plaintiff Leeman filed a notice of violation of the PAGA with the LWDA. The PAGA claims are premised on the same alleged violations as the California claims outlined in the Second Amended Complaint, with the addition of a waiting time penalty claim and a claim for failure to keep accurate records. Named

1 Plaintiffs filed a Third Amended Complaint on August 2, 2022, adding AMN Healthcare
2 Language Services, Inc. as a defendant, and adding claims for penalties pursuant to
3 PAGA.

4 c. Named Plaintiffs filed the Fourth Amended Complaint, which is the
5 Operative Complaint in the Action, on September 22, 2022, removing AMN
6 Healthcare, Inc. as a defendant and adding a claim for failure to pay all earned wages
7 due upon separation pursuant to California Labor Code section 203 on behalf of Plaintiff
8 Leeman and the putative California Class; and amending several allegations related to
9 the remaining claims.

10 d. On September 2, 2022, the Parties participated in a full day
11 mediation with Retired Judge Jan Adler. As a result of the mediation, and weeks of
12 subsequent work by the Parties to reach agreement on the details of the settlement
13 allocation, notice procedures, release of claims, etc., the parties reached a settlement
14 that is memorialized in this Agreement.

15 57. **Exchange of Information:** The Parties had substantive discussions for
16 purposes of clarifying the disputes between them. They then agreed to defer further
17 discovery and associated disputes in favor of pursuing settlement. In an effort to reach
18 a settlement in this lawsuit, the Parties have engaged in significant informal discovery,
19 including but not limited to Defendant's production of policies and procedures,
20 production of the timekeeping and payroll records for 20% of Interpreters nationwide
21 going back to January 2019 and 20% of California-based Interpreters going back to
22 January 2018, and production of the timekeeping and payroll records for the Named
23 Plaintiffs.

24 58. **Class Counsel's Investigation:** Class Counsel made a thorough and
25 independent investigation of the facts and law relating to the allegations in the Action,
26 including working with an expert to develop damages models for the various alleged
27 classes and collectives involved in the suit. In agreeing to this Settlement Agreement,
28 Class Counsel and Named Plaintiffs have considered: (1) the facts produced in informal

1 discovery and the Parties' mediation process and the law applicable thereto; (b) the
2 attendant risks of continued litigation and the uncertainty of the outcome of the claims
3 alleged against Defendant; and (c) the desirability of consummating this Settlement
4 according to the terms of this Agreement. The information exchanged by the Parties
5 though discovery and mediation was sufficient to reliably assess the merits of the
6 Parties' respective positions and to compromise the issues on a fair and equitable basis.
7 Class Counsel and Named Plaintiffs have concluded that the terms of this Agreement
8 are fair, reasonable and adequate, and that it is in the best interests of Named Plaintiffs
9 and the Class/Collective Members to settle their claims against Defendant pursuant to
10 the terms set forth herein

11 **59. Defendant's Denial of Wrongdoing:** Defendant has denied and continues
12 to deny that it has liability for the wrongs alleged in the Action and/or that any liability
13 reaches the level claimed by the Named Plaintiffs. Defendant contends that it has sought
14 to comply in good faith with California, Ohio, and federal wage and hour laws and has
15 dealt legally and fairly with Named Plaintiffs and the Class/Collective Members.
16 Defendant denies that Named Plaintiffs and Class/Collective Members would be
17 entitled to statutory and/or civil penalties as a result of Named Plaintiffs' claims in this
18 Action. Nothing contained herein, nor the consummation of this Settlement Agreement,
19 is to be construed or deemed an admission of liability, culpability, negligence,
20 willfulness, lack of good faith, or wrongdoing on the part of Defendant or its employees
21 and agents, who expressly deny any liability, wrongdoing, impropriety, responsibility
22 or fault whatsoever. Nevertheless, Defendant has concluded that further litigation
23 would be protracted and expensive and would divert management and employee time.
24 Defendant has taken into account the uncertainty, risk and burdens inherent in
25 litigation, and has concluded that it is appropriate to fully and finally settle this Action
26 in the manner and upon the terms set forth in this Agreement.

27 **60. Inadmissibility of Agreement:** Neither this Agreement, nor any
28 document, statement, proceeding or conduct related to this Agreement, nor any report

1 or account thereof, shall in any event be construed as, offered or admitted in evidence
2 as, received as, or deemed to be evidence for any purpose adverse to Defendant,
3 including any evidence of an admission, concession, presumption or indication by
4 Defendant of any fault, wrongdoing, culpability, or liability of any kind. Further,
5 Defendant's agreement to certification of an FLSA Collective, Ohio Collective, and/or
6 California Class is for settlement purposes only and shall not be construed as, offered
7 or admitted in evidence as, received as, or deemed to be evidence of an admission,
8 concession, presumption or indication by Defendant that certification was or is
9 warranted in this matter outside of this settlement context. Nor shall this Agreement
10 be disclosed, referred to, or offered or received in evidence against Defendant in this
11 Action, or in any other civil, criminal, or administrative action or proceeding, except
12 for the purpose of settling this Action or enforcing this Agreement.

13 **61. Contingent Nature of the Agreement:** The Parties recognize that notice
14 to the FLSA Collective, Ohio Collective, and California Class of the material terms of
15 this Settlement, as well as Court approval of this Settlement, are required to effectuate
16 the Settlement, and that the Settlement will not become operative until the Court grants
17 final approval of it, the Settlement becomes final, and the Settlement Effective Date
18 occurs.

19 **62. Cooperation:** The Parties agree to cooperate and take all steps necessary
20 and appropriate to obtain preliminary and final approval of this Settlement Agreement
21 and to dismiss the Action with prejudice upon complete performance of the terms and
22 conditions of the Settlement Agreement.

23 **63. Class/Collective Certification:** The Parties stipulate and agree that, for
24 settlement purposes only, the requisites for establishing collective action certification
25 under the FLSA pursuant to 29 U.S.C. § 216(b) are met as to the FLSA Collective and
26 the Ohio Collective; the requisites for establishing class certification pursuant to Federal
27 Rule of Civil Procedure 23(a) and (b)(3) are met as to the California Class; and that the
28 claims for the PAGA Representative Group could be resolved on a representative basis.

Should this Settlement not become final, such stipulation to certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not collective or class certification would be appropriate in a non-settlement context. Defendant denies that class and/or collective action treatment is appropriate in the litigation context or for trial. Defendant further denies that a PAGA action would be appropriate for trial on a representative basis due to the individual nature of the claims alleged, and unmanageability of such at trial.

64. **Settlement:** In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed, by and between the undersigned, subject to final approval of the Court and the other conditions set forth herein, that Named Plaintiffs' and the Settlement Class Members' claims as described herein against Defendant shall be settled, compromised, and dismissed on the merits and with prejudice, and that the Settlement Class Members' Released Claims shall be finally and fully compromised, settled, released, and dismissed as to the Defendant and Released Parties, in the manner and upon the terms and conditions set forth herein.

III. RELEASES

65. In exchange for the consideration set forth in this Agreement, Named Plaintiffs and Settlement Class Members agree to release all claims as set forth herein as applicable.

a. Release of Claims by FLSA Settlement Collective Members:

Upon the Settlement Effective Date, all FLSA Settlement Collective Members shall and hereby do, on behalf of themselves and their heirs, executors, administrators, personal representatives, successors, and assigns, to the fullest extent permitted by law, release and forever discharge the Released Parties from any and all claims, obligations, demands, actions, rights, causes of action and liabilities arising under, based on, or alleging a violation of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”) that was or could have been pled based upon the factual allegations in the Operative

1 Complaint or any preceding complaint filed in this Action, whether known or
2 unknown, contingent or accrued, arising during the FLSA Collective Period, including
3 without limitation, all claims for unpaid wages, including overtime wages, off-the-clock
4 wage claims, minimum wage claims, claims for failure to reimburse for necessary
5 business expenses, claims for unpaid rest breaks, and any related claims for attorneys'
6 fees, liquidated damages, interest, litigation expenses or any other costs or expenses
7 (**"FLSA Released Claims"**).

8 **b. Release of Claims by Ohio Settlement Collective Members:**

9 Upon the Settlement Effective Date, all Ohio Settlement Collective Members shall and
10 hereby do, on behalf of themselves and their heirs, executors, administrators, personal
11 representatives, successors, and assigns, to the fullest extent permitted by law, release
12 and forever discharge the Released Parties from any and all claims, obligations,
13 demands, actions, rights, causes of action and liabilities, whether known or unknown,
14 contingent or accrued, arising under, based on, or alleging a violation of the OMWFSA
15 or any other source of state, federal, or local law that was or could have been pled
16 based upon the factual allegations in the Operative Complaint or any preceding
17 complaint filed in this Action, arising during the Ohio Collective Period, including
18 without limitation all claims for unpaid wages, including overtime wages, off-the-clock
19 wage claims, minimum wage claims, claims for failure to reimburse for necessary
20 business expenses, claims for unpaid rest breaks, and any related claims for attorneys'
21 fees, liquidated damages, interest, litigation expenses or any other costs or expenses
22 (**"Ohio Released Claims"**). However, if any Ohio Settlement Collective Member has
23 not submitted an Opt-In Consent Form indicating their consent to join the FLSA
24 Settlement Collective, they will not release FLSA claims, although AMN retains any
25 defenses to unreleased FLSA claims based on the claim of (i) setoff, or (ii) that the
26 amount paid as to the Ohio claims equals or exceeds the maximum possible amount
27 available under the FLSA and any recovery under the FLSA would constitute a
28 prohibited double recovery, or (iii) any other defense that may preclude additional

1 recovery based upon amounts paid or issues adjudicated in this Action.

2 c. **Release of Claims by California Settlement Class Members:**

3 Upon the Settlement Effective Date, all California Settlement Class Members shall and
4 hereby do, on behalf of themselves and their heirs, executors, administrators, personal
5 representatives, successors, and assigns, to the fullest extent permitted by law, release
6 and forever discharge the Released Parties from any and all claims, obligations,
7 demands, actions, rights, causes of action and liabilities, whether known or unknown,
8 contingent or accrued, arising under, based on, or alleging a violation of California's
9 Wage Orders, the California Labor Code (including but not limited to sections 201-
10 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802),
11 the UCL, PAGA, or any other source of state, federal, or local law that was or could
12 have been pled based upon the factual allegations in the Operative Complaint or any
13 preceding complaint filed in this Action, arising during the California Class Period,
14 including without limitation all claims for unpaid wages, including overtime wages,
15 off-the-clock wage claims, minimum wage claims, claims for failure to timely pay
16 wages, both during employment and after termination of employment, claims for failure
17 to keep accurate and complete payroll records, claims for failure to provide accurate
18 and complete wage statements, claims for missed, short, or late meal periods, claims for
19 missed, short, or late rest breaks, claims for failure to reimburse for necessary business
20 expenses, claims for failing to pay wage premiums of any type (including overtime or
21 missed meal or rest periods), claims for statutory damages, penalties, and/or interest,
22 including, but not limited to, recordkeeping penalties, wage statement penalties or
23 damages, minimum-wage penalties, missed meal-period and rest-break penalties,
24 waiting-time penalties, penalties under PAGA, premiums arising from the claims
25 described above under applicable federal, state, local or territorial law as well as
26 applicable regulations and Wage Orders; interest; liquidated damages; and attorneys'
27 fees and costs ("**California Released Claims**"). However, if a California Settlement
28 Class Member has not submitted an Opt-In Consent Form indicating their consent to

1 join the FLSA Settlement Collective, the California Settlement Class Member will not
2 release FLSA claims, although AMN retains any defenses to unreleased FLSA claims
3 based on the claim of (i) setoff, or (ii) that the amount paid as to the California claims
4 equals or exceeds the maximum possible amount available under the FLSA and that any
5 recovery under the FLSA would constitute a prohibited double recovery, or (iii) any
6 other defense that may preclude additional recovery based upon amounts paid or issues
7 adjudicated in this Action.

8 d. **Release of Claims by PAGA Representative Group:** Upon the
9 Settlement Effective Date, Plaintiff Leeman, the State of California, and all members
10 of the PAGA Representative Group shall be deemed, on behalf of themselves and their
11 heirs, executors, administrators, personal representatives, successors, and assigns, to
12 the fullest extent permitted by law, to have released and forever discharged the
13 Released Parties from any and all claims under the Private Attorneys General Act of
14 2004 (“PAGA”) for civil penalties for Labor Code violations identified, pleaded, or
15 otherwise set out in, or which could have been alleged based on the factual allegations
16 in, Plaintiff Leeman’s letter to the LWDA and/or the Operative Complaint or any
17 preceding complaint filed in this Action, arising during the PAGA Period, and
18 including any claims for related attorneys’ fees and costs (“**PAGA Released Claims**”).

19 e. **Release of Claims by Named Plaintiffs:** Upon the Settlement
20 Effective Date, Plaintiff Oliveira and Plaintiff Leeman shall be deemed, on behalf of
21 themselves and their heirs, executors, administrators, personal representatives
22 successors, and assigns, to the fullest extent permitted by law, to have released and
23 forever discharged the Released Parties from any and all claims, obligations, demands,
24 actions, rights, causes of action, and liabilities, of whatever kind and nature, character,
25 and description, whether in law or equity, whether sounding in tort, contract, federal,
26 state and/or local law, statute, ordinance, regulation, common law, or other source of
27 law or contract, whether known or unknown, and whether anticipated or unanticipated,
28 including all unknown claims covered by California Civil Code section 1542 that could

1 be or are asserted based upon any theory or facts whatsoever, arising at any time up to
2 and including the date of the execution of this Settlement Agreement, for any type of
3 relief, including, without limitation, claims for minimum, straight time, or overtime
4 wages, premium pay, business expenses, other damages, penalties (including, but not
5 limited to, waiting time penalties), liquidated damages, punitive damages, interest,
6 attorneys' fees, litigation and other costs, expenses, restitution, and equitable and
7 declaratory relief (“**Named Plaintiff Released Claims**”). Upon Final Approval,
8 Named Plaintiffs shall be deemed to have fully, finally, and forever released the
9 Released Parties from all Named Plaintiff Released Claims through the date of
10 Preliminary Approval. Furthermore, upon Final Approval, Named Plaintiffs shall be
11 deemed to have expressly waived and relinquished, to the fullest extent permitted by
12 law, the provisions, rights, and benefits they may otherwise have had relating to the
13 Named Plaintiff Released Claims pursuant to Section 1542 of the California Civil Code,
14 which provides as follows:

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

19 Named Plaintiffs have not alleged a claim that they were discriminated against,
20 retaliated against, or treated differently based on their age, and have no facts to support
21 such a claim as of the date they sign this Agreement.

22 66. The Releases set forth in this Section III shall also be included in the
23 relevant Notices of Settlement (that is, the California Release, PAGA Release, and
24 FLSA Release shall be included in the California Notice, the FLSA Release shall be
25 included in the FLSA Notice, and the Ohio Release and FLSA Release shall be included
26 in the Ohio Notice), and each settlement check distributed to Settlement Class Members
27 shall include the following language on the reverse side immediately above the place
28 designated for endorsement language (or words of similar import and effect to further

1 provide notice and understanding of the nature of the consideration provided in this
2 Settlement): “By endorsing this check I acknowledge that I am bound, and so agree to
3 be bound, by the release of claims described in the Notice of Settlement.”

4 67. Upon the granting of Final Approval, this Settlement will result in a
5 judgment releasing all the Released Claims.

6 68. Upon the Settlement Effective Date, Named Plaintiffs and Settlement
7 Class Members, to the fullest extent allowed by law, are prohibited from asserting any
8 of the Released Claims, and from commencing, joining in, prosecuting, or voluntarily
9 assisting in a lawsuit or adversarial proceeding against the Released Parties, based on
10 claims released by them in this Settlement. Excluded from this prohibition are any
11 instances where any individual is legally compelled to testify through service of a
12 subpoena or other legal process.

13 **IV. CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION**

14 69. The Parties agree to the following procedures for obtaining preliminary
15 approval of the Settlement, certifying the FLSA Collective, the Ohio Collective, and
16 the California Class and notifying the Class/Collective Members of this Settlement:

17 a. **Request for Certification and Preliminary Approval Order:**
18 Class Counsel will prepare a Motion for Preliminary Approval of the Settlement, to be
19 filed October 31, 2022, unless the Parties agree to extend that date. Class Counsel
20 provided the Motion to Defendant’s Counsel on October 7, 2022 for review. The
21 Motion will seek an order (i) preliminarily certifying the California Class for
22 settlement purposes only; (ii) conditionally certifying the FLSA Collective for
23 settlement purposes only; (iii) conditionally certifying the Ohio Collective for
24 settlement purposes only; (iv) preliminarily approving the PAGA Gross Settlement
25 Amount; (v) preliminarily approving this Agreement; (vi) approving the Settlement
26 Administrator to mail the Notices of Settlement and Opt-in Consent Forms, as
27 applicable, to Class/Collective Members describing the terms of this Agreement and
28 informing them of their rights to opt in, exclude themselves, and submit objections, as

1 applicable; (vii) appointing Class Counsel; (viii) preliminarily enjoining, pending the
2 outcome of the Final Approval Hearing, all Class/Collective Members from
3 commencing, prosecuting or maintaining any claim already asserted in, and
4 encompassed by, this Action, or commencing, prosecuting or maintaining in any court
5 or forum, other than the Court, any claim, action or other proceeding that challenges,
6 or seeks review of or relief from, any order, judgment, act, decision or ruling of the
7 Court in connection with this Agreement; and (ix) setting a date for the Final Approval
8 Hearing, which shall not be less than ninety (90) days after the order granting the
9 Motion for Preliminary Approval (the “Preliminary Approval Order”).

10 b. **Notice:** The Settlement Administrator shall be responsible for
11 preparing, printing and mailing the California Notice to all California Class Members,
12 including all FLSA Collective Members who worked as Interpreters in the State of
13 California during the FLSA Collective Period; the FLSA Notice to all FLSA Collective
14 Members who are *not also* Ohio Collective Members or California Class Members; and
15 the Ohio Notice to all Ohio Collective Members. The Settlement Administrator will
16 also create a website for the Settlement, which will allow Class/Collective Members to
17 view the Notices, this Settlement Agreement, and all papers filed by Class Counsel to
18 obtain preliminary and final approval of the Settlement Agreement. Additionally, the
19 Settlement website will provide contact information for Class Counsel and the
20 Settlement Administrator and will allow for electronic submission of Opt-In Consent
21 Forms and requests for exclusion. The Settlement Administrator will provide Class
22 Counsel and Defendant’s Counsel with a preview of the proposed website. Class
23 Counsel and Defendant’s Counsel must approve the website before it goes live and also
24 must approve any modifications to the website. The Settlement Administrator shall also
25 create a toll-free call center to field telephone inquiries from Class/Collective Members
26 during the notice and settlement administration periods. The Settlement Administrator
27 will be directed to take the website and call center down after the 180-day check cashing
28 period for Settlement Award checks.

1 i. No later than fifteen (15) calendar days after entry of the
2 Preliminary Approval Order, AMN will provide to the Settlement Administrator a file
3 listing:

4 1. The names, last known addresses, personal e-mail
5 addresses if available, and social security numbers of all Class/Collective Members
6 (or, as applicable, other taxpayer identification number);

7 2. For each such individual, whether they are a member
8 of the FLSA Collective, California Class, Ohio Collective, and/or PAGA
9 Representative Group;

10 3. For each individual in the FLSA Collective, the
11 number of FLSA FT Workweeks and FLSA PT Workweeks;

12 4. For each individual in the California Class, the number
13 of California FT Workweeks and California PT Workweeks;

14 5. For each individual in the Ohio Collective, the number
15 of Ohio Workweeks; and

16 6. For each individual in the PAGA Representative
17 Group, the number of PAGA Pay Periods.

18 ii. The Settlement Administrator agrees to (i) keep this file and
19 the information it contains confidential, (ii) use it only for the purpose of administering
20 this Settlement, and (iii) return it, with all copies, to Defendant's Counsel immediately
21 after the settlement administration is concluded.

22 iii. Within 14 calendar days after receipt of the data on the
23 Class/Collective Members, the Settlement Administrator shall send the California
24 Notice and FLSA Opt-In Consent Form to each California Class Member, including all
25 FLSA Collective Members who worked as Interpreters in the State of California during
26 the FLSA Collective Period; the FLSA Notice and FLSA Opt-In Consent Form to all
27 FLSA Collective Members who are *not also* Ohio Collective Members or California
28 Class Members; and the Ohio Notice and Ohio Opt-In Consent Form to all Ohio

1 Collective Members, by first-class U.S. Mail, postage prepaid, and by e-mail, if a
2 personal e-mail address is available. The Settlement Administrator shall provide notice
3 to Class Counsel and Defendant's Counsel that the Notices of Settlement have been
4 mailed.

5 iv. In order to provide the best notice practicable, prior to mailing
6 the Notices of Settlement, the Settlement Administrator will take reasonable efforts to
7 identify current addresses via public and proprietary systems.

8 v. If any Notice of Settlement is returned as undeliverable to the
9 Settlement Administrator, the Parties agree the Settlement Administrator shall make all
10 good faith and reasonable efforts to obtain an updated mailing address, including
11 utilizing the National Change-of-Address database or equivalent, and/or by running a
12 skip trace, and in the event a new address is obtained, the Settlement Administrator shall
13 promptly re-mail the package to the updated mailing address within seven (7) calendar
14 days from the date the Settlement Administrator received the returned mail. The
15 Settlement Administrator shall notify Class Counsel and Defendant's Counsel of any
16 undeliverable packages and the date of any re-mailing if another address is obtained
17 within the seven (7) day period set forth above. The Parties agree that the deadlines
18 contained herein shall not be extended for Class/Collective Members whose Notices
19 were returned as undeliverable and re-mailed pursuant to this paragraph.

20 vi. The Settlement Administrator shall send to all members of the
21 FLSA Collective and the Ohio Collective who have not yet opted in to the case a
22 reminder postcard and a reminder e-mail (if a personal e-mail address is available)
23 twenty (20) calendar days after the mailing date of the initial Notices of Settlement. In
24 addition, the Settlement Administrator shall send to all members of the FLSA Collective
25 and the Ohio Collective who have not yet opted in to the case a second reminder
26 postcard and reminder e-mail (if a personal e-mail address is available) forty (40)
27 calendar days after the mailing date of the initial Notices of Settlement. Each such
28 reminder will include the applicable deadlines associated with the Settlement, a brief

1 statement of the actions each FLSA Collective Member and Ohio Collective Member
2 may take with respect to the Settlement, and the contact information for the Settlement
3 Administrator if the Class Members have any further questions about the Settlement.

4 vii. Defendant will not discourage members of the FLSA
5 Collective or Ohio Collective from opting in or encourage members of the California
6 Class to opt out. In addition, on or around the date the initial Notices of Settlement are
7 sent, Defendant's management will send a communication to currently-employed
8 members of the FLSA Collective, Ohio Collective, and California Class encouraging
9 them to participate in the Action by opting in/not opting out, emphasizing that no one
10 will be retaliated against for participating, and providing contact information to the
11 Settlement Administrator.

12 c. **California Class Procedures:**

13 i. **Notice Period:** California Class Members will have forty-
14 five (45) days from the date of mailing the California Notice to submit a written request
15 for exclusion or objection.

16 ii. **Requests for Exclusion:** Any California Class Member
17 other than Plaintiff Leeman who wishes to be excluded from the California Settlement
18 Class must send a written request to be excluded to the Settlement Administrator via
19 mail, e-mail or the Settlement website. The request must contain the California Class
20 Member's name, address, telephone number, and signature and clearly state that the
21 California Class Member "opts out" or otherwise requests exclusion from the California
22 Settlement Class. The timeliness of the written request for exclusion will be measured
23 by the date it is postmarked or the date it is received via e-mail or via the Settlement
24 website. No written request for exclusion will be honored if it is postmarked or
25 received via e-mail or via the Settlement website later than the final day of the
26 California Class Notice Period. The Settlement Administrator will report any requests
27 for exclusion received to Class Counsel and Defendant's Counsel within five business
28 days of receiving the same.

1 iii. **Objections to Settlement:** Any California Settlement Class
2 Member who receives the California Notice, other than Named Plaintiff Leeman, may
3 object to this Settlement, provided that, within the California Class Notice Period, such
4 objections are made in writing and filed with the Court and served on Class Counsel
5 and Defendant's Counsel. In order for their objection to be considered, the California
6 Settlement Class Member must file a timely objection with the Court, stating: his or her
7 name and address, the title of the Action and case number, a description of his or her
8 objections, the reasons for the objections, whether the objections apply only to the
9 objector, a specific subset of the California Class, or the entire California Class, a
10 statement about whether or not the objector or his or her lawyer will appear at the Final
11 Approval Hearing, and his or her signature. No individual may be heard at the Final
12 Approval Hearing who has not complied with this requirement. The California Notice
13 shall advise California Class Members that objections shall only be considered if the
14 California Class member has not excluded themselves from the Settlement. Any
15 individual who fails to comply with this requirement will be deemed to have waived
16 any right to object and any objection to the Settlement.

17 iv. Upon receipt, counsel for the Parties shall promptly exchange
18 with one another all objections, requests for exclusion and/or challenges to the
19 Settlement or any part thereof.

20 v. **Effect of response or non-response.**

21 1. Each California Class Member who does not timely
22 and validly request to be excluded shall be a California Settlement Class Member; shall
23 be bound by the California Release and the dismissal with prejudice; and shall be
24 entitled to a California Settlement Award.

25 2. Any California Class Member who timely and validly
26 requests to be excluded from the Class shall not be bound by the California Release or
27 the dismissal with prejudice, and shall not be entitled to a California Settlement Award.

28 ///

1 d. **FLSA Collective Procedures:**

2 i. **Notice Period:** FLSA Collective Members will have sixty
3 (60) days from the date of mailing of the Notices of Settlement to submit to the
4 Settlement Administrator a signed FLSA Opt-In Consent Form via mail or e-mail or
5 by signing the FLSA Opt-In Consent Form via DocuSign or another commercially
6 available electronic signature software which results in confirmed signatures delivered
7 electronically to the Settlement Administrator on the Settlement website. The
8 timeliness of the FLSA Opt-In Consent Form will be measured by the date it is
9 postmarked or the date it is received via e-mail or on the Settlement website. Other
10 than an express agreement, in writing, between the Parties, no FLSA Opt-In Consent
11 Form will be honored if it is postmarked later than the last date in the Collective Notice
12 Period or received via e-mail or the Settlement website later than the last date in the
13 Collective Notice Period.

14 ii. **FLSA Opt-In Consent Forms:** The Settlement
15 Administrator will send copies of any FLSA Opt-In Consent Forms received from
16 FLSA Collective Members to Class Counsel and Defendant's Counsel within five
17 business days of receiving the same.

18 iii. Class Counsel will file with the Court all FLSA Opt-In
19 Consent Forms received from FLSA Collective Members on or before the date of
20 filing of the Motion for Final Approval.

21 iv. **Effect of Response and Non-Response:**

22 1. Each FLSA Collective Member who submits a timely
23 and valid FLSA Opt-In Consent Form shall be an FLSA Settlement Collective Member;
24 shall be bound by the FLSA Release and the dismissal with prejudice; and shall be
25 entitled to an FLSA Settlement Award.

26 2. Any FLSA Collective Member who does *not* submit a
27 timely and valid FLSA Opt-In Consent Form shall not be bound by the FLSA Release
28 or the dismissal with prejudice, and shall not be entitled to an FLSA Settlement Award.

1 e. **Ohio Collective Procedures:**

2 i. **Notice Period:** Ohio Collective Members will have sixty
3 (60) days from the date of mailing of the Ohio Notice to submit to the Settlement
4 Administrator a signed Ohio Opt-In Consent Form via mail or e-mail or by signing the
5 Ohio Opt-In Consent Form via DocuSign or another commercially available electronic
6 signature software which results in confirmed signatures delivered electronically to the
7 Settlement Administrator on the Settlement website. The timeliness of the Ohio Opt-
8 In Consent Form will be measured by the date it is postmarked or the date it is received
9 via e-mail or the Settlement website. Other than an express agreement, in writing,
10 between the Parties, no Ohio Opt-In Consent Form will be honored if it is postmarked
11 later than the last date in the Collective Notice Period or received via e-mail or the
12 Settlement website later than the last date in the Collective Notice Period.

13 ii. **Ohio Opt-In Consent Forms:** The Settlement
14 Administrator will send copies of any Ohio Opt-In Consent Forms received from Ohio
15 Collective Members to Class Counsel and Defendant's Counsel within five business
16 days of receiving the same.

17 iii. Class Counsel will file with the Court all Ohio Opt-In
18 Consent Forms received from Ohio Collective Members on or before the date of filing
19 of the Motion for Final Approval.

20 iv. **Effect of Response and Non-Response:**

21 1. Each Ohio Collective Member who submits a timely
22 and valid Ohio Opt-In Consent Form shall be an Ohio Settlement Collective Member;
23 shall be bound by the Ohio Release and the dismissal with prejudice; and shall be
24 entitled to an Ohio Settlement Award.

25 2. Any Ohio Collective Member who does *not* submit a
26 timely and valid Ohio Opt-In Consent Form shall not be bound by the Ohio Release or
27 the dismissal with prejudice, and shall not be entitled to an Ohio Settlement Award.
28

1 f. **Inquiries or Communications from Class/Collective Members:**

2 The Settlement Administrator will respond to all inquiries or communications from
3 Class/Collective Members by reference to the Settlement Agreement. If any inquiries
4 cannot be resolved by reference to the Settlement Agreement, the Settlement
5 Administrator shall raise such issue with Class Counsel and Defendant's Counsel for
6 resolution. The Parties agree to cooperate to resolve any post-settlement inquiries or
7 communications with Class/Collective Members.

8 g. **Settlement Administrator's Declaration:** Not later than fourteen

9 (14) days before the date by which the Parties are required to file the Motion for Final
10 Approval of the Settlement, the Settlement Administrator will provide to Class Counsel
11 and Defendant's Counsel a signed declaration suitable for filing in Court attesting to its
12 due diligence and compliance with all of its obligations under this Agreement,
13 including, but not limited to, its mailing of Notices of Settlement, the Notices of
14 Settlement returned as undelivered, the re-mailing of Notices of Settlement, attempts to
15 locate Class/Collective Members, the total number of requests for exclusion it received
16 (both valid or invalid) from California Class Members, and the final number of FLSA
17 Collective Members and Ohio Collective who timely opted in to the Settlement; and
18 shall attach a list of all California Class Members who submitted timely, valid requests
19 for exclusion and a list of all FLSA Collective Members and Ohio Collective Members
20 who submitted timely Opt-In Consent Forms. The Settlement Administrator will
21 supplement its declaration as needed or requested by the Parties and/or the Court. Class
22 Counsel is responsible for filing the Settlement Administrator's declaration(s) in Court.

23 70. **Final Approval Hearing.** Within thirty (30) days after the expiration of
24 the Collective Notice Period, and at least fifteen (15) days prior to the Fairness Hearing,
25 the Parties will file jointly a Motion for Final Approval of the Settlement. Class Counsel
26 shall provide Defendant's Counsel a copy of a draft Motion for Final Approval at least
27 ten (10) days in advance of filing it with the Court. The Motion for Final Approval will
28 apply to the Court for an Order finally approving the Settlement as fair, adequate and

1 reasonable, and will submit a proposed final order and judgment that accomplishes the
2 following:

3 a. Certifies this Action as an FLSA collective action under 29 U.S.C.
4 § 216(b) and as a class action under Fed. R. Civ. Pro. 23(a) and (b)(3) for purposes of
5 settlement only;

6 b. Finds dissemination of the Notices of Settlement was accomplished
7 as directed and met the requirements of due process;

8 c. Approves the Settlement, adjudging the terms thereof to be fair,
9 reasonable and adequate;

10 d. Directs that the Gross Settlement Amount be distributed in
11 accordance with the terms of this Agreement;

12 e. Approves Class Counsel's attorneys' fees not to exceed
13 \$1,000,000.00 and costs and expenses not to exceed \$46,000;

14 f. Approves Named Plaintiffs' Service Awards not to exceed
15 \$7,500.00 each, for a total of \$15,000.00;

16 g. Approves Settlement Administration Fees not to exceed \$35,000;

17 h. Approves the PAGA Gross Settlement Amount of \$50,000.00;

18 i. Excludes from the California Settlement Class those persons who
19 properly and timely request exclusion;

20 j. Dismisses the Action with prejudice with respect to the claims of
21 Named Plaintiffs, the California Settlement Class, the FLSA Settlement Collective, the
22 Ohio Settlement Collective, and the PAGA Representative Group; declares that Named
23 Plaintiffs are bound by the Named Plaintiff Release, all California Settlement Class
24 Members are bound by the California Release, all FLSA Settlement Collective
25 Members are bound by the FLSA Release, all Ohio Settlement Class Members are
26 bound by the Ohio Release, and all PAGA Representative Group Members are bound
27 by the PAGA Release; and permanently bars these Settlement Group Members from
28 prosecuting the Released Claims; and

1 k. Retains continuing jurisdiction over this Action for purposes only of
2 overseeing all settlement administration matters.

3 **V. SETTLEMENT FUNDS, AWARD CALCULATION, AND SETTLEMENT**
4 **DISTRIBUTION**

5 71. **Gross Settlement Amount:** Defendant agrees to pay a Gross Settlement
6 Amount of Three Million Dollars (\$3,000,000.00) in exchange for the release of the
7 Settlement Class Members' Released Claims and the dismissal of the Action with
8 prejudice. The following amounts shall be paid from the Gross Settlement Amount: (i)
9 all Settlement Awards to all Settlement Class Members, which shall include penalties,
10 liquidated damages, interest, and employee withholding on any portion of the payments
11 to the Settlement Class Members that constitute wages; (ii) Approved Service Awards;
12 (iii) Approved Administration Costs; (iv) Approved Attorneys' Fees and Costs; (v)
13 payments to the PAGA Representative Group; and (vi) payments to the LWDA. Except
14 for Defendant's portion of payroll taxes on Settlement Awards to Settlement Class
15 Members, the Parties agree that Defendant will have no obligation to pay any amount
16 in connection with this Settlement Agreement apart from the Gross Settlement Amount.
17 There will be no reversion.

18 72. **Funding of Settlement:** No later than fourteen (14) business days after the
19 Settlement Effective Date, Defendant will deliver to the Settlement Administrator the
20 Gross Settlement Amount. All of Defendant's obligations to the Settlement Classes and
21 Class Counsel under this Settlement Agreement are deemed to be satisfied upon
22 Defendant's timely deposit of the Gross Settlement Amount and acknowledgement of
23 receipt of said funds and Defendant shall have no further obligation to the Settlement
24 Classes including, without limitation, any further obligations to make any other
25 payments of any kind to, or on behalf of, the Settlement Classes.

26 73. **Qualified Settlement Fund:** The Parties agree the Gross Settlement
27 Amount will qualify and be characterized as a Qualified Settlement Fund ("QSF") under
28 the provisions of the U.S. Treasury Regulations 1.468B-1 and 1.468B-5, and the QSF

1 will be taxed as a separate entity for purposes of all federal, state and local taxes, and
2 further agree to treat the QSF on a basis consistent therewith, that the QSF will be
3 characterized as the employer of all Settlement Class Members for purposes of
4 determining all tax obligations associated with any and all payments under the
5 Settlement, and the QSF will bear full responsibility for all taxes associated with the
6 QSF and Settlement Payments under the Settlement. All taxes (including any interest
7 or penalties) arising with respect to income earned by the QSF, shall be paid from the
8 QSF. All expenses and costs incurred in connection with the operation and
9 implementation of the QSF (including without limitation, expenses of attorneys and/or
10 accountants and mailing and distribution expenses related to filing (or failing to file)
11 any necessary tax returns) shall be included in the Settlement Administration Costs.
12 The taxes owed by the QSF as an employer shall be paid to the Settlement
13 Administrator by Defendant separate from and in addition to the Gross Settlement
14 Amount.

15 **74. Allocation of Gross Settlement Amount:** The Gross Settlement Amount
16 shall be allocated as follows: One Million Five Hundred Thousand Dollars and no cents
17 (\$1,500,000.00) to settle the claims of the California Class in connection with the
18 California Released Claims (“California Gross Settlement Amount”); Fifty Thousand
19 Dollars and no cents (\$50,000.00) to settle the PAGA claims of the PAGA
20 Representative Group (“PAGA Gross Settlement Amount”); One Million Four Hundred
21 Forty Thousand Dollars and No Cents (\$1,440,000.00) to settle the claims of the FLSA
22 Collective in connection with the FLSA Released Claims (“FLSA Gross Settlement
23 Amount”); and Ten Thousand Dollars and no cents (\$10,000.00) to settle the claims of
24 the Ohio Collective in connection with the Ohio Released Claims (“Ohio Gross
25 Settlement Amount”).

26 **75. Payments:** Subject to the Court’s Final Approval Order, the following
27 amounts shall be paid by the Settlement Administrator from the Gross Settlement
28 Amount:

1 a. **Service Awards to Named Plaintiffs:** Plaintiffs' counsel will
2 petition the Court to award Plaintiff Oliveira and Plaintiff Leeman service awards in the
3 amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) each, for
4 a total of Fifteen Thousand Dollars and No Cents (\$15,000.00). Defendant will not
5 oppose such application. If the Court awards lesser amounts, it shall not affect the terms
6 of the Parties' Settlement. Any portion of the requested amount not approved shall be
7 part of the Net Settlement Amount. Approval of the Settlement shall not be contingent
8 upon approval of the service awards. The Approved Service Awards shall be paid to
9 Named Plaintiffs out of the Gross Settlement Amount. The Settlement Administrator
10 shall issue an IRS Form 1099 for each Approved Service Award. The Settlement
11 Administrator shall pay the Approved Service Awards to Named Plaintiffs within thirty
12 (30) calendar days after the Settlement Effective Date or as soon as reasonably
13 practicable.

14 b. **Attorneys' Fees and Costs:** Class Counsel will petition the Court
15 to approve a payment of attorneys' fees and costs to reimburse their reasonable
16 attorneys' fees and expenses incurred to prosecute the Action in the following amounts:
17 (i) Attorneys' Fees of One Million Dollars and No Cents (\$1,000,000.00), which is one-
18 third of the Gross Settlement Amount; and (ii) reimbursement of actual out-of-pocket
19 expenses, which are currently estimated as \$42,824.27, and which shall not exceed
20 \$46,000. If the Court awards lesser amounts, it shall not affect the terms of the Parties'
21 Settlement. Any portion of the requested attorneys' fees and costs not approved by the
22 Court shall be part of the Net Settlement Amount. Approval of the Settlement shall not
23 be contingent upon approval of the attorneys' fee award or cost award. The Approved
24 Attorneys' Fees and Costs will be paid from the Gross Settlement Amount to Class
25 Counsel. The Settlement Administrator shall issue an IRS Form 1099 for the Attorneys'
26 Fees and Costs. The Settlement Administrator shall pay the Attorneys' Fees and Costs
27 to Class Counsel within thirty (30) calendar days after the Settlement Effective Date or
28 as soon as reasonably practicable.

1 c. **Settlement Administration Costs:** Class Counsel will petition the
2 Court to reimburse the cost of the Settlement Administrator in an amount not to exceed
3 \$35,000. If the Court does not approve the full administration costs sought, Class
4 Counsel shall pay the balance of the administration costs, and any portion of the
5 administration costs not approved or not expended by the Settlement Administrator
6 shall be part of the Net Settlement Amount. Approval of the Settlement shall not be
7 contingent upon approval of the administration costs. The Approved Administration
8 Costs shall be paid to the Settlement Administrator from the Gross Settlement Amount.

9 d. **Labor and Workforce Development Agency Payment:** Subject to
10 Court approval, the Parties agree that the amount of Fifty Thousand Dollars and No
11 Cents (\$50,000) from the Gross Settlement Amount will be paid in settlement of all
12 individual and representative claims brought in the Action by or behalf of Plaintiff
13 Leeman and the PAGA Representative Group under PAGA (“PAGA Gross Settlement
14 Amount”). Any portion of the requested PAGA Penalties not approved by the Court
15 shall be allocated on a *pro rata* basis to the California Net Settlement Amount, FLSA
16 Net Settlement Amount, and Ohio Net Settlement Amount. Pursuant to PAGA,
17 Seventy-Five Percent (75%) of the approved PAGA Gross Settlement Amount will be
18 paid to the Labor and Workforce Development Agency ("LWDA") and Twenty Five
19 Percent (25%) shall become the “Net PAGA Amount” and shall be distributed to the
20 PAGA Representative Group as set forth herein. The Settlement Administrator shall
21 make the payment to the LWDA within thirty (30) days after the Settlement Effective
22 Date or as soon as reasonably practicable.

23 e. **Settlement Payments to Settlement Class Members:**

24 i. **PAGA Settlement Award:**

25 1. The Net PAGA Amount will be allocated on the basis
26 of each PAGA Representative Group Member’s total PAGA Pay Periods. The
27 Settlement Administrator will add together the total PAGA Pay Periods worked by all
28 PAGA Representative Group Members and the resulting sum will be divided into the

1 Net PAGA Amount to reach a per-pay-period dollar figure. That figure will then be
2 multiplied by each PAGA Representative Group Member's number of PAGA Pay
3 Periods to determine the PAGA Representative Group Member's PAGA Settlement
4 Award.

5 2. Each PAGA Settlement Award shall be allocated as
6 follows: 100% will be considered penalties and interest. The Settlement Administrator
7 shall issue an IRS Form 1099 for the PAGA Settlement Awards. PAGA Representative
8 Group Members assume full responsibility and liability for any taxes owed on their
9 PAGA Settlement Payments.

10 ii. **Net Settlement Amount:** The Approved Service Awards,
11 Approved Attorneys' Fees and Costs, and Approved Administration Costs, shall be
12 deducted *pro rata* from the California Gross Settlement Amount, the FLSA Gross
13 Settlement Amount, and the Ohio Gross Settlement Amount. That is, 50.85% of the
14 Approved Service Awards, Approved Attorneys' Fees and Costs, and Approved
15 Administration Costs will be deducted from the California Gross Settlement Amount,
16 with the remaining amount constituting the California Net Settlement Amount; 48.81%
17 of the Approved Service Awards, Approved Attorneys' Fees and Costs, and Approved
18 Administration Costs will be deducted from the FLSA Gross Settlement Amount, with
19 the remaining amount constituting the FLSA Net Settlement Amount; and 0.34% of
20 Approved Service Awards, Approved Attorneys' Fees and Costs, and Approved
21 Administration Costs will be deducted from the Ohio Gross Settlement Amount, with
22 the remaining amount constituting the Ohio Net Settlement Amount.

23 iii. **California Settlement Awards:**

24 1. The California Net Settlement Amount will be
25 allocated on the basis of each California Settlement Class Member's total California PT
26 Workweeks and California FT Workweeks. Each California PT Workweek will be
27 equal to one (1) California Settlement Share. Each California FT Workweek will be
28 equal to one and one-half (1.5) California Settlement Shares. The Settlement

1 Administrator will add together the total California Settlement Shares for all California
2 Settlement Class Members and the resulting sum will be divided into the California Net
3 Settlement Amount to reach a per-California-Settlement-Share dollar figure. That figure
4 will then be multiplied by each California Settlement Class Member's number of
5 California Settlement Shares to determine the California Settlement Class Member's
6 California Settlement Award.

7 2. Each California Settlement Award shall be allocated as
8 follows: 50% will be considered wages; and 50% will be considered liquidated
9 damages, penalties and interest. The amounts paid as wages shall be subject to all tax
10 withholdings customarily made from an employee's wages and all other authorized and
11 required withholdings and shall be reported on IRS Form W-2. The Settlement
12 Administrator shall effectuate federal and applicable state income and employment tax
13 withholding as required by law with respect to 50% of each California Settlement
14 Award distributed, and Defendant shall pay the employer's share of all required FICA
15 and FUTA taxes on such amounts. The Settlement Administrator shall calculate the
16 employer share of taxes and provide Defendant with the total employer tax contributions
17 within five (5) days after the final Settlement Award calculations are approved, as set
18 forth in Paragraph 75(e)(vii), below. Defendant shall deposit the calculated employer
19 tax contributions into the Qualified Settlement Fund within seven (7) days after the
20 Settlement Administrator provides Defendant with the amount of the total employer tax
21 contributions due. Amounts withheld will be remitted by the Settlement Administrator
22 from the Qualified Settlement Fund to the appropriate governmental authorities. The
23 remaining 50% of each California Settlement Award shall be treated as non-wage
24 liquidated damages, penalties and interest, to be reported on an IRS Form 1099, and
25 shall not be subject to FICA and FUTA withholding taxes.

26 iv. **FLSA Settlement Awards:**

27 1. The FLSA Net Settlement Amount will be allocated on
28 the basis of each FLSA Settlement Collective Member's total FLSA PT Workweeks

1 and FLSA FT Workweeks. Each FLSA PT Workweek will be equal to one (1) FLSA
2 Settlement Share. Each FLSA FT Workweek will be equal to ten (10) FLSA Settlement
3 Shares. The Settlement Administrator will add together the total FLSA Settlement
4 Shares for all FLSA Settlement Collective Members and the resulting sum will be
5 divided into the FLSA Net Settlement Amount to reach a per-FLSA-Settlement-Share
6 dollar figure. That figure will then be multiplied by each FLSA Settlement Collective
7 Member's number of FLSA Settlement Shares to determine the FLSA Settlement
8 Collective Member's FLSA Settlement Award.

9 2. Each FLSA Settlement Award shall be allocated as
10 follows: 50% will be considered wages; and 50% will be considered liquidated
11 damages, penalties and interest. The amounts paid as wages shall be subject to all tax
12 withholdings customarily made from an employee's wages and all other authorized and
13 required withholdings and shall be reported on IRS Form W-2. The Settlement
14 Administrator shall effectuate federal and applicable state income and employment tax
15 withholding as required by law with respect to 50% of each FLSA Settlement Award
16 distributed, and Defendant shall pay the employer's share of all required FICA and
17 FUTA taxes on such amounts. The Settlement Administrator shall calculate the
18 employer share of taxes and provide Defendant with the total employer tax contributions
19 within five (5) days after the final Settlement Award calculations are approved, as set
20 forth in Paragraph 75(e)(vii), below. Defendant shall deposit the calculated employer
21 tax contributions into the Qualified Settlement Fund within seven (7) days after the
22 Settlement Administrator provides Defendant with the amount of the total employer tax
23 contributions due. Amounts withheld will be remitted by the Settlement Administrator
24 from the Qualified Settlement Fund to the appropriate governmental authorities. The
25 remaining 50% of each FLSA Settlement Award shall be treated as non-wage liquidated
26 damages, penalties and interest, to be reported on an IRS Form 1099, and shall not be
27 subject to FICA and FUTA withholding taxes.

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1 vi. **Tax Liability:** Class Counsel and Defendant's Counsel do
2 not intend this Settlement Agreement to constitute legal advice relating to the tax
3 liability of any Settlement Class Member. To the extent that this Settlement Agreement,
4 or any of its attachments, is interpreted to contain or constitute advice regarding any
5 federal, state or local tax issue, such advice is not intended or written to be used, and
6 cannot be used, by any person for the purpose of avoiding any tax liability or penalties.
7 The Parties, all Counsel, and all Settlement Class Members understand and agree that
8 they will be solely responsible for the payment of their own portion of any taxes and
9 penalties assessed on the payments that they receive or pay.

10 vii. **Report of Settlement Awards:** The Settlement
11 Administrator shall provide Class Counsel and Defendant's Counsel with a final report
12 of the calculation of all PAGA Settlement Awards, California Settlement Awards,
13 FLSA Settlement Awards, and Ohio Settlement Awards within fourteen (14) days after
14 the Settlement Effective Date. Class Counsel and Defendant's Counsel shall approve
15 the Settlement Awards within five (5) days after the Settlement Administrator provides
16 the final Report.

17 viii. **Distribution of Settlement Awards:** The Settlement
18 Administrator shall mail all Settlement Awards to Settlement Class Members within
19 forty-five (45) days after the Settlement Effective Date or as soon as reasonably
20 practicable. The face of each check shall prominently state the date (not less than 180
21 days after the date of mailing) when the check will be voided. Each settlement check
22 distributed to Settlement Class Members shall include the following language on the
23 reverse side immediately above the place designated for endorsement language (or
24 words of similar import and effect to further provide notice and understanding of the
25 nature of the consideration provided in this Settlement): "By endorsing this check I
26 acknowledge that I am bound, and so agree to be bound, by the releases of claims
27 described in the Notice of Settlement." The Settlement Administrator may, but is not
28 required to, send Settlement Class Members a single check combining any payments to

1 which each individual is entitled. The Settlement Administrator shall then provide
2 written certification of mailing to Class Counsel and Defendant's Counsel.

3 ix. If any Settlement Award check is returned as undeliverable to
4 the Settlement Administrator, the Parties agree the Settlement Administrator shall make
5 all good faith and reasonable efforts to obtain an updated mailing address, including
6 utilizing the National Change-of-Address database or equivalent, and/or by running a
7 skip trace, and in the event a new address is obtained, the Settlement Administrator shall
8 promptly re-mail the package to the updated mailing address within seven (7) calendar
9 days from the date the Settlement Administrator received the returned mail. The
10 Settlement Administrator shall notify Class Counsel and Defense Counsel of any
11 undeliverable packages and the date of any re-mailing if another address is obtained
12 within the seven (7) day period set forth above. The Settlement Administrator shall
13 promptly send a replacement check to any Settlement Class Member whose original
14 check was lost or misplaced, requested by the Settlement Class Member prior to the
15 void date.

16 x. **Valid Period for Settlement Awards:** All Settlement Award
17 checks shall remain valid and negotiable for one hundred eighty (180) days from the
18 date of their issuance and may thereafter automatically be canceled if not cashed within
19 that time, at which time the right to recover any Settlement Award will be deemed void
20 and of no further force and effect. With ninety (90) days remaining, a reminder letter
21 will be sent via U.S. mail and e-mail (if a personal e-mail address is available) to those
22 who have not yet cashed their settlement check(s) to remind them to do so. At the
23 conclusion of the 180 day check cashing deadline, any Settlement Class Members who
24 have not cashed their Settlement Award checks shall nevertheless be deemed to have
25 finally and forever released California Released Claims, FLSA Released Claims, Ohio
26 Released Claims, PAGA Released Claims, and Named Plaintiff Released claims, as
27 applicable. One-hundred and eighty (180) days from the date which appears on the
28 Settlement checks, the Settlement Administrator will void the uncashed checks and send

1 the corresponding unclaimed funds for California Settlement Class Members to the
2 State Controller's Office in the name of the California Settlement Class Member; any
3 unclaimed funds from an Ohio Settlement Collective Member should escheat to the
4 State of Ohio in the name of the Ohio Settlement Collective Member; and any
5 unclaimed funds from any FLSA Settlement Collective Member who is outside
6 California or Ohio should escheat to those employees' home states in the names of the
7 FLSA Settlement Collective Members.

8 xi. **Final Report by Settlement Administrator:** Within ten (10)
9 days after the Settlement Administrator disburses all funds in the Gross Settlement
10 Amount, the Settlement Administrator will provide Class Counsel and Defendant's
11 Counsel with a final report detailing its disbursements of all payments made under this
12 Agreement. At least fifteen (15) days before any deadline set by the Court, the
13 Settlement Administrator will prepare, and submit to Class Counsel and Defendant's
14 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of
15 all payments required under this Agreement. Class Counsel is responsible for filing the
16 Settlement Administrator's declaration in Court.

17 **VI. NULLIFICATION OF SETTLEMENT**

18 76. **Non-Approval of the Settlement Agreement:** This Settlement
19 Agreement is subject to approval by the Court. A failure of the Court to approve any
20 material condition of this Settlement Agreement shall render the entire Settlement
21 Agreement voidable and unenforceable as to all Parties herein at the option of the party
22 adversely affected thereby. In order to exercise the option to void the Settlement as
23 provided in this paragraph, a Party must give notice, in writing, to the other Party or
24 Parties (through their respective counsel of record) and to the Court. Upon such notice,
25 this Settlement Agreement shall be void and of no force and effect, and the parties shall
26 return to their respective positions in the litigation without prejudice to any party. If
27 the Settlement Effective Date does not occur, or if a Final Approval Order is not
28 entered, any certification of the FLSA Collective, Ohio Collective, and California

1 Class will be vacated and Named Plaintiff, Defendant, the FLSA Collective, the Ohio
2 Collective, the California Class and the PAGA Representative Group will be returned
3 to their respective positions in the Action as if the Settlement had not been executed.

4 **77. Vacation, Reversal, or Material Modification of Final Approval**
5 **Order on Appeal or Review:** If, after appeal, a court vacates, reverses, or modifies
6 the Final Approval Order such that there is a material modification to this Agreement
7 and that court's decision is not completely reversed, and the Final Approval Order is
8 not fully affirmed on review by a higher court, then either Party shall have the right,
9 but not the obligation, to void the Agreement, which the Party must do by giving
10 written notice to the other Party and the Court no later than thirty (30) days after the
11 final reviewing court's decision vacating, reversing, or materially modifying the Final
12 Approval Order becomes final and non-appealable. A vacation, reversal, or
13 modification of the Court's award of the Service Award or Class Counsel's Attorneys'
14 Fees or Costs or the Administration Costs shall not constitute a vacation, reversal, or
15 material modification of the Final Approval Order.

16 **78. Defendant's Option to Void the Settlement:** At its option, Defendant
17 shall have the right to declare this Agreement null and void if fewer than 10% of the
18 FLSA Collective Members and Ohio Collective Members submit Opt-In Consent
19 Forms *or* if greater than 10% of the California Class members exclude themselves from
20 the Settlement. Defendant may exercise that option, once it has received notice from
21 the Settlement Administrator of all Opt-In Forms submitted by FLSA Collective
22 Members and Ohio Collective Members and all requests for exclusion submitted by
23 California Class Members, by providing written notice to Class Counsel prior to the
24 Parties' filing their Joint Motion for Final Approval of this Settlement Agreement. Upon
25 such notice, this Settlement Agreement shall be void and of no force and effect, and the
26 parties shall return to their respective positions in the litigation without prejudice to any
27 party.

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79. If this Settlement is voided or the Settlement Effective Date or Final Approval does not occur, this Settlement Agreement shall have no force or effect; all negotiations, statements and proceedings related thereto shall be without prejudice to the rights of any party, all of whom shall be restored to their respective positions in the Action prior to the Settlement; and neither this Settlement Agreement or the facts and circumstances leading to it including negotiating over its terms, nor any ancillary documents, actions or filings shall be admissible or offered into evidence in the Action, arbitration, or any other action for any purpose. Furthermore, both the Parties and their counsel shall maintain the confidentiality of the settlement negotiations and shall not share such discussions with any potential party or any other individual.

80. In the event this Settlement Agreement is voided or the Settlement Effective Date or Final Approval does not occur, Defendant shall not be obligated to make any payments to anyone under this Settlement Agreement and the Parties will be restored to their respective positions in the Lawsuit prior to the Settlement without prejudice to any party, except that Defendant will pay any costs incurred by Settlement Administrator for sending out CAFA notices described in paragraph 82 below.

VII. MISCELLANEOUS

81. **Submissions to the LWDA:** At the same time as they submit this Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code § 2699(l)(2). Within ten (10) days following the Settlement Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(l)(3).

82. **CAFA Compliance:** No later than ten (10) days after the filing of the Motion for Preliminary Approval, the Settlement Administrator will, in accordance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b), serve notice of the Parties’ proposed settlement to the Attorney General of the United States, the California State Attorney General, and the Attorneys General of the other states where the

1 California Class Members currently reside. As of the pay period ending 9/23/2022,
2 California Class Members resided in 11 states (including California).

3 **83. Privacy of Documents and Information:** The Named Plaintiffs and
4 Class Counsel agree that none of the documents and information provided to them by
5 Defendant, including, but not limited to, the documents and information received in
6 connection with the Action through formal or informal discovery, the administration
7 of this settlement, or any other means, shall be used for any purpose other than
8 prosecution of this Action and the administration of this Agreement.

9 **84. Public Comment:** The terms of this Agreement shall remain confidential
10 until the filing of Plaintiffs' Motion for Preliminary Approval. Named Plaintiffs and
11 Class Counsel agree not to make any public statements, issue any press releases, place
12 information regarding this settlement on their web sites, or make any other
13 announcements publicizing this settlement. If asked for comment by the media or third
14 parties, Named Plaintiffs and Class Counsel shall respond only with "no comment" or
15 statements agreed to by Defendant. Class Counsel may refer to the Settlement in
16 adequacy of counsel declarations, and following Preliminary Approval, may state on
17 their websites that they settled a wage and hour class action in federal court for
18 \$3,000,000.00, and may generally describe the claims at issue, provided that they
19 describe Defendant only as "Defendant Employer," subject to Defendant's right to
20 approve the specific language used on the websites to ensure it does not contain
21 identifying information.

22 **85. Defendant's Legal Fees:** Defendant's legal fees and expenses in this
23 Action shall be borne by Defendant.

24 **86. Class Counsel's Legal Fees:** The payment of the fees and costs to Class
25 Counsel provided for in this Agreement (i) shall constitute full and final satisfaction
26 of the obligation to pay any amounts to any person, attorney or law firm for attorneys'
27 fees, expenses or costs incurred by or on behalf of the Named Plaintiffs or any of the
28 Class/Collective Members in connection with this Action, and (ii) shall relieve

1 Defendant and their counsel of any claims or liability to any person, attorney or law
2 firm for any attorneys' fees, expenses or costs to which any of them may claim to be
3 entitled on behalf of the Named Plaintiff or any of the Class/Collective Members
4 arising out of or relating to any of the allegations in the Operative Complaint in this
5 Action or any of the Claims released or discharged in this Agreement. In exchange for
6 such payment, Class Counsel will remise, release, and forever discharge any and all
7 attorneys' liens on the Settlement Amount and other payments made pursuant to this
8 Agreement.

9 **87. Computation of Time:** For purposes of this Agreement, if the prescribed
10 time period in which to complete any required or permitted action expires on a Saturday,
11 Sunday, or legal holiday (as defined by Fed. R. Civ. P. 6(a)(6)), such time period shall
12 be continued to the following business day. The term "days" shall mean calendar days
13 unless otherwise noted.

14 **88. No Solicitation:** The Parties separately agree that they and their respective
15 counsel and employees will not solicit any Class/Collective Member to opt out of, or
16 not opt-in to, or object to the Settlement, or appeal from the Judgment.

17 **89. Notices:** Unless otherwise specifically provided in this Agreement, all
18 notices, demands or other communications under this Agreement will be in writing
19 and will be deemed to have been duly given as of the third business day after mailing
20 by U.S. registered or certified mail, return receipt requested, addressed as follows:

21 To the Named Plaintiffs:

22 Brian S. Kabateck
23 Shant Karnikian
24 Jerusalem F. Beligan
25 Kabateck LLP
26 633 W. Fifth Street, Suite 3200
27 Los Angeles, CA 90071

28 James L. Simon
 Simon Law Co.
 5000 Rockside Road

Liberty Plaza – Suite 520
Independence, OH 44131

Michael L. Fradin
Fradin Law
8401 Crawford Ave., Ste. 104
Skokie, IL 60076

To the Defendant:

Robin A. Wofford
Wilson Turner Kosmo LLP
402 West Broadway, 16th Floor
San Diego, CA 92102

90. **Amendment or Modification:** This Agreement may not be changed, altered, or modified except in writing and signed by the Parties and their counsel and, if changes are made after Preliminary Approval of this Agreement by the Court, the changes are subject to approval by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties. The waiver by one Party of any breach of this Agreement will not be deemed to be a waiver of any prior or subsequent breach.

91. **Entire Settlement Agreement:** This Settlement Agreement and attachments constitutes the entire agreement between the Parties relating to the Settlement and transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. The Parties expressly acknowledge that they have not relied on any representations or promises not expressly contained in this Settlement Agreement. No rights hereunder may be waived except in writing.

92. **Authorization to Enter Into Settlement Agreement:** The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

1 **93. Binding Scope; No Prior Assignments:** This Settlement Agreement shall
2 be binding upon and inure to the benefit of the Parties hereto and their respective heirs,
3 trustees, executors, administrators, and successors. The Parties hereto represent,
4 covenant, and warrant that they have not directly or indirectly, assigned, transferred,
5 encumbered, or purported to assign, transfer or encumber to any person or entity any
6 portion of any liability, claim, demand, action, cause of action, or rights herein released
7 and discharged except as set forth herein.

8 **94. Counterparts:** This Settlement Agreement may be executed in one or
9 more counterparts, and when each of the undersigned has signed and delivered at least
10 one such counterpart, each counterpart shall be deemed an original, and, when taken
11 together with other signed counterparts, shall constitute one Settlement Agreement,
12 which shall be binding upon and effective as to all Parties. Signatures sent by facsimile
13 machine or scanned signatures in Portable Document Format sent by e-mail shall be
14 deemed original signatures. This Agreement may be signed electronically through the
15 use of DocuSign or another commercially available electronic signature software which
16 results in confirmed signatures delivered electronically to each of the Parties, and such
17 electronic signature or copy is effective to bind the party to this Agreement. All
18 executed copies of this Settlement Agreement, and photocopies thereof, shall have the
19 same force and effect and shall be legally binding and enforceable as the original.

20 **95. Cooperation and Drafting:** The Parties agree that the terms and
21 conditions of this Settlement Agreement are the result of lengthy, intensive, arm's
22 length negotiations between the Parties. This Settlement Agreement has been drafted
23 jointly by counsel for the Parties and shall not be construed in favor of or against any
24 Party.

25 **96. Governing Law:** All terms of this Settlement Agreement shall be
26 interpreted, enforced, and governed by California law without regard to choice-of-law
27 principles.
28

97. **Jurisdiction of the Court:** The Parties agree that the Court shall retain jurisdiction over the interpretation, implementation and enforcement of this Settlement Agreement as well as any and all matters arising out of, or related to, the interpretation, implementation, and enforcement of this Settlement. Should any court action be filed by either party as a result of the breach of this Agreement, the prevailing party in such action shall be entitled to reimbursement of its reasonable attorneys' fees and costs incurred in such action.

98. **Captions and Interpretations:** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Agreement as follows:

Dated: October 31, 2022 **REPRESENTATIVE PLAINTIFF**

By: /s/ SHARON OLIVEIRA

Dated: October 31, 2022 **REPRESENTATIVE PLAINTIFF**

By: /s/ INGRID LEEMAN

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1 **97. Jurisdiction of the Court:** The Parties agree that the Court shall retain
2 jurisdiction over the interpretation, implementation and enforcement of this Settlement
3 Agreement as well as any and all matters arising out of, or related to, the interpretation,
4 implementation, and enforcement of this Settlement. Should any court action be filed
5 by either party as a result of the breach of this Agreement, the prevailing party in such
6 action shall be entitled to reimbursement of its reasonable attorneys' fees and costs
7 incurred in such action.

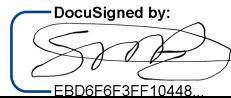
8 **98. Captions and Interpretations:** Paragraph titles or captions contained
9 herein are inserted as a matter of convenience and for reference, and in no way define,
10 limit, extend or describe the scope of this Agreement or any provision hereof. Each term
11 of this Agreement is contractual and not merely a recital.

12 IN WITNESS WHEREOF, the Parties and their Counsel have executed this
13 Agreement as follows:

14
15 Dated: October 31, 2022

REPRESENTATIVE PLAINTIFF

16
17 By: /s/

DocuSigned by:

EBD6E6F3FE10448

SHARON OLIVEIRA

18
19 Dated: October 31, 2022

REPRESENTATIVE PLAINTIFF

20
21 By: /s/

INGRID LEEMAN

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1 **97. Jurisdiction of the Court:** The Parties agree that the Court shall retain
2 jurisdiction over the interpretation, implementation and enforcement of this Settlement
3 Agreement as well as any and all matters arising out of, or related to, the interpretation,
4 implementation, and enforcement of this Settlement. Should any court action be filed
5 by either party as a result of the breach of this Agreement, the prevailing party in such
6 action shall be entitled to reimbursement of its reasonable attorneys' fees and costs
7 incurred in such action.

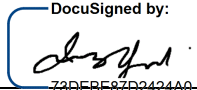
8 **98. Captions and Interpretations:** Paragraph titles or captions contained
9 herein are inserted as a matter of convenience and for reference, and in no way define,
10 limit, extend or describe the scope of this Agreement or any provision hereof. Each term
11 of this Agreement is contractual and not merely a recital.

12 IN WITNESS WHEREOF, the Parties and their Counsel have executed this
13 Agreement as follows:

14
15 Dated: October 31, 2022 **REPRESENTATIVE PLAINTIFF**

16
17 By: /s/ _____
18 SHARON OLIVEIRA

19 Dated: October 31, 2022 **REPRESENTATIVE PLAINTIFF**

20
21 By: /s/  _____
22 INGRID LEEMAN
23

24 ///

25 ///

26 ///

27 ///

28 ///

1 Dated: October 31, 2022

KABATECK LLP

2
3 By: /s/ 
4 JERUSALEM F. BELIGAN

5 Dated: October 31, 2022

SIMON LAW CO.

6
7 By: /s/
8 JAMES L. SIMON

9 Dated: October 31, 2022

FRADIN LAW

10
11 By: /s/ 
12 MICHAEL L. FRADIN

13
14 Dated: October __, 2022

**DEFENDANT AMN HEALTHCARE
LANGUAGE SERVICES, INC.**

15
16 By: /s/
17 JACOBIA SOLOMON
18 President of Language Services
19 On behalf of Defendant
AMN HEALTHCARE LANGUAGE
SERVICES, INC.

20 Dated: October 31, 2022

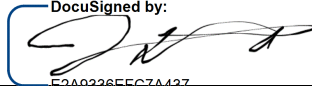
WILSON TURNER KOSMO LLP

21
22 By: /s/
23 ROBIN A. WOFFORD
24 MARY P. SNYDER
25 KATHERINE M. MCCRAY
26 RITA M. LEONG
27 MICHAELA P. DELACRUZ
28 Attorneys for Defendant
AMN HEALTHCARE LANGUAGE
SERVICES, INC

1 Dated: October 31, 2022 **KABATECK LLP**

2
3 By: /s/
4 JERUSALEM F. BELIGAN

5 Dated: October 31, 2022 **SIMON LAW CO.**

6
7 By: /s/ 
8 JAMES L. SIMON

9 Dated: October 31, 2022 **FRADIN LAW**

10
11 By: /s/
12 MICHAEL L. FRADIN

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28 Attorneys for Defendant
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SERVICES, INC

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2
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4 JERUSALEM F. BELIGAN

5 Dated: October 31, 2022 **SIMON LAW CO.**

6
7 By: /s/
8 JAMES L. SIMON

9 Dated: October 31, 2022 **FRADIN LAW**

10
11 By: /s/
12 MICHAEL L. FRADIN

13
14 Dated: October ³¹__, 2022 **DEFENDANT AMN HEALTHCARE
LANGUAGE SERVICES, INC.**

15
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17 JACOBIA SOLOMON
18 President of Language Services
19 On behalf of Defendant
AMN HEALTHCARE LANGUAGE
SERVICES, INC.

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22 By: /s/
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27 MICHAELA P. DELACRUZ
28 Attorneys for Defendant
AMN HEALTHCARE LANGUAGE
SERVICES, INC.

1 Dated: October 31, 2022

KABATECK LLP

2
3 By: /s/
4 JERUSALEM F. BELIGAN

5 Dated: October 31, 2022

SIMON LAW CO.

6
7 By: /s/
8 JAMES L. SIMON

9 Dated: October 31, 2022

FRADIN LAW

10
11 By: /s/
12 MICHAEL L. FRADIN

13
14 Dated: October __, 2022

**DEFENDANT AMN HEALTHCARE
LANGUAGE SERVICES, INC.**

15
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17 JACOBIA SOLOMON
18 President of Language Services
19 On behalf of Defendant
AMN HEALTHCARE LANGUAGE
SERVICES, INC.

20 Dated: October 31, 2022

WILSON TURNER KOSMO LLP

21
22 By: /s/ Robin A. Wofford
23 ROBIN A. WOFFORD
24 MARY P. SNYDER
25 KATHERINE M. MCCRAY
26 RITA M. LEONG
27 MICHAELA P. DELACRUZ
28 Attorneys for Defendant
AMN HEALTHCARE LANGUAGE
SERVICES, INC.

EXHIBIT A

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA
CASE NO. 22-CV-00003-LL-WVG
**SHARON OLIVEIRA AND INGRID LEEMAN, AS INDIVIDUALS AND ON BEHALF OF ALL OTHERS SIMILARLY
SITUATED V. AMN HEALTHCARE LANGUAGE SERVICES, INC. (“THE ACTION”)**

A court authorized this notice. This is not a solicitation from a lawyer.

NAME: _____

ATTENTION: EMPLOYMENT RECORDS SHOW THAT YOU ARE OR WERE EMPLOYED AS AN INTERPRETER IN THE UNITED STATES BY AMN HEALTHCARE LANGUAGE SERVICES, INC. AT ANY TIME FROM [INSERT 3-YEARS PRIOR TO DATE COURT GRANTS CONDITIONAL CERT] THROUGH NOVEMBER 1, 2022, AND ARE A MEMBER OF THE BELOW-DESCRIBED FLSA COLLECTIVE.

- A proposed settlement (the “Settlement”) has been reached between Plaintiffs Sharon Oliveira and Ingrid Leeman (“Plaintiffs” or “Settlement Representatives”) and Defendant, AMN Healthcare Language Services, Inc. (“AMN” or “Defendant.”)
- The Settlement resolves a class action/collective action lawsuit in which Plaintiffs claim Defendant *allegedly* violated wage and hour laws; specifically, the Fair Labor Standards Act (“FLSA”) of the United States, as well as the state laws of California and Ohio (for interpreters who worked in those states) in a variety of ways. Defendant denies those claims. You are getting this Notice because you are part of the FLSA Collective that has been agreed to for purposes of the Settlement. The FLSA Collective consists of any Interpreters employed by AMN or any of its predecessors between [INSERT 3-YEARS PRIOR TO DATE COURT GRANTS CONDITONAL CERT] through and including November 1, 2022.
- As a member of the FLSA Collective, you are eligible to participate in the FLSA Settlement. Because you were not employed in California between June 27, 2018 and November 1, 2022 or in Ohio between [2-years prior to conditional certification of Ohio collective] and November 1, 2022, you are not eligible to participate in those portions of the Settlement which apply specifically to interpreters who worked in those states during specific periods of time.
- The FLSA Settlement provides for cash payments as explained in this notice.
- **To become a member of the FLSA Settlement Collective and receive a Settlement Payment, you must follow the instructions in this Notice to opt-in to the Settlement before the deadline listed below.**
- This notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement by accessing it at [INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR], by contacting class counsel (contact information below), by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.casd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Southern District of California, at 333 West Broadway, San Diego, California 92101, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE FLSA SETTLEMENT	
TO RECEIVE AN FLSA SETTLEMENT PAYMENT	To receive your share of the FLSA Settlement described in more detail below, you must complete and return the attached “Opt-in Form” no later than [INSERT 60 DAYS FROM FIRST MAILING]. You may complete the attached Opt-in Form and return it by mail in the pre-postaged return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting [INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR]. Follow the prompts to complete the electronic form until you have received confirmation that your form has been submitted electronically. Mailed Opt-In Forms must be postmarked, and electronic Opt-In Forms must be submitted, no later than [INSERT 60 DAYS FROM FIRST MAILING]
DO NOTHING	If you do not wish to participate in the FLSA Settlement, you should not return the Opt-in Form. If you do not return a properly completed Opt-in Form by mail or electronically by [INSERT 60 DAYS FROM FIRST MAILING], you will not receive an FLSA Settlement payment, and you will not be bound by the terms of FLSA Release and/or the portions of the Settlement pertaining to the FLSA claims.

- These rights and options, and how to exercise them, are explained in more detail in this notice.
- The Court handling this case still has to decide whether to grant final approval of the Settlement. Cash payments will only be issued if the Court grants final approval of the FLSA Settlement and after the time for appeals has ended and any appeals are resolved, if applicable. Payments are expected to be mailed by approximately **DATE** if the Settlement is given final approval and there are no appeals.
- Additional information regarding the FLSA Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

You have received this notice because Defendant's records show that you were employed by AMN or any of its predecessors as an Interpreter in the United States (the 50 states plus Washington, DC) at any point between **[INSERT 3 YEARS PRIOR TO DATE COURT GRANTS CONDITIONAL CERT]** through and including November 1, 2022. This notice tells you how you can be part of this Settlement or how you can exclude yourself from this Settlement.

2. What is the Action about?

In the Action, Plaintiffs alleged claims on behalf of certain hourly, non-exempt employees who worked for AMN in the United States as interpreters. More particularly, Plaintiffs alleged among other things that AMN violated the Fair Labor Standards Act ("FLSA"), with respect to them individually and/or each such employee, by failing to pay all minimum wage and overtime owed, and failing to adequately reimburse employees for business expenses. In the Action, Plaintiffs sought monetary relief on behalf of an FLSA Collective. Plaintiffs and Defendant believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the FLSA Collective.

3. Why is the lawsuit a collective action?

In a collective action, one or more people (in this case, Sharon Oliveira and Ingrid Leeman) sue on behalf of people who are alleged to have similar claims. All such people have the ability to become a part of the "collective" and are receiving this court-approved Notice. In a collective action, eligible individuals within the collective cannot participate in the lawsuit or any settlement without timely providing their written consent to join. Individuals who elect to participate in the lawsuit and any settlement resulting therefrom become "Collective Members" or "Opt-ins" only if they provide their written consent to join as described herein. Individuals that do not elect to participate in the lawsuit do so by declining to provide their written consent to join (i.e., taking no action). Individuals that decline to provide their written consent to join will not become FLSA Settlement Collective Members, will not receive any share of the Settlement, and will not release any claims that they may have against the Defendant.

4. Who is in the FLSA Collective and Who is in the FLSA Settlement Collective

The FLSA Collective consists of any Interpreters employed in the United States by AMN or any of its predecessors between **[INSERT 3 YEARS PRIOR TO DATE COURT GRANTS CONDITIONAL CERT]** through and including November 1 2022. The FLSA Settlement Collective is any FLSA Collective member who has opted-in to the Settlement by completing and returning the attached "Opt-in Form" (as described above) no later than **[INSERT 60 DAYS FROM FIRST MAILING]**.

5. Why is there a settlement?

No Court has made any determination whether AMN or Plaintiffs are correct on the merits. However, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The FLSA Settlement does not mean that any law was broken. Defendant denies all of the claims in the Action. The Settlement Representatives and their lawyers believe the FLSA Settlement is fair, adequate and reasonable and in the best interests of all FLSA Collective Members.

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Settlement Amount of \$3,000,000.00. From this Settlement Amount, \$1,440,000.00 is being allocated to the FLSA Settlement Amount, \$1,500,000.00 is being allocated to resolve state law claims of Interpreters employed by AMN in California, \$50,000.00 is being paid as penalties under the California's Private Attorney General Act, and \$10,000.00 is being allocated to resolve state law claims of Interpreters employed by AMN in Ohio.

Certain amounts approved by the Court will be deducted from the California, FLSA and Ohio Settlement Amounts; specifically attorneys' fees of not more than \$1,000,000.00 and costs of not more than \$46,000.00 incurred for representing Plaintiffs and the

Settlement Collective in the Action; service awards to Plaintiffs for their efforts as Settlement Representatives of not more than \$7,500 for each plaintiff; and the fees and expenses of the Settlement Administrator estimated not to exceed \$35,000. If the Court approves less than the above-listed amounts for any of the deductions listed above, that amount will be available to pay Settlement Class Members who elect to opt-in to the FLSA Settlement or the Ohio Settlement and who do not opt-out of the California Settlement. Once the Court has approved specific amounts for attorneys' fees and costs, service awards, and administration costs, 48.81% of the total approved amount will be deducted from the FLSA Settlement Amount to cover the portion of these items attributable to the FLSA Settlement. The amount left is the "FLSA Net Settlement Amount."

Under the terms of the FLSA Settlement, the FLSA Net Settlement Amount will be allocated to FLSA Settlement Collective members on the basis of each FLSA Settlement Collective Member's total workweeks in part-time status and total workweeks in full-time status. Each FLSA part-time workweek will be equal to one (1) FLSA Settlement Share. Each FLSA full-time workweek will be equal to ten (10) FLSA Settlement Shares. Each FLSA Settlement Collective Member's FLSA Settlement Award will be based on their proportionate share of the total FLSA Settlement Shares. FLSA Settlement Collective Members' FLSA Settlement Awards shall be allocated as 50% wages and 50% non-wage income. The Settlement Administrator shall, from the FLSA Settlement Awards assigned to each FLSA Settlement Collective Member, deduct the employee's tax and other wage withholdings for the wage portion. AMN will separately pay the employer's portion of these tax payments. Each FLSA Settlement Collective Member will receive an IRS Form W-2 to report the wage portion of the amount paid to them and an IRS Form 1099 for the non-wage portion. None of the payments will be eligible for benefit contributions or employee matching.

7. What am I giving up in exchange for the FLSA Settlement benefits?

Upon the Settlement Effective Date, all FLSA Settlement Collective Members will be releasing claims and the right to bring their own lawsuit under the FLSA. The full language of the FLSA release that will apply to you can be found in the Settlement Agreement and you should review that document to understand the full extent of the FLSA release. Generally, the release provides that FLSA Settlement Collective Members will release the Released Parties from any and all claims or obligations arising from alleged violations of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. ("FLSA") that were or could have been pled based upon the factual allegations that were alleged in any of the complaints filed in this Action, so long as the claims arose during the FLSA Collective Period. This includes but is not limited to all claims for unpaid wages, including overtime wages, off-the-clock wage claims, minimum wage claims, claims for failure to reimburse for necessary business expenses, claims for unpaid rest breaks, and any related claims for attorneys' fees, liquidated damages, interest, litigation expenses or any other costs or expenses.

"Released Parties" means AMN Healthcare Language Services, Inc., all of its current and former parent companies (including, but not limited to, AMN Healthcare, Inc.), current and former subsidiaries, affiliates, and other related entities and individuals, as fully defined in the Settlement Agreement.

You may later discover new or currently unknown facts about the claims you have released, but your releases of these claims will remain in effect and valid even if you later discover such new or unknown facts. You can talk to one of the lawyers listed below for free or you can talk to your own lawyer if you have questions about the claims you are releasing and what they mean. You may also get the full legal text of the releases by which you will be bound by referencing the Settlement Agreement.

8. Can AMN retaliate against me for participating in the settlement?

No. Your decision as to whether or not to participate in the Settlement will in no way affect your work or employment with AMN or future work or employment with AMN. It would be unlawful for an employer to take any adverse action against an individual as a result of their participation in a lawsuit or a settlement.

HOW TO GET A CASH PAYMENT

9. How do I get a cash payment?

To receive your share of the FLSA Settlement described above, you must complete and return the attached "Opt-in Form" no later than **[INSERT 60 DAYS FROM FIRST MAILING]**. You may complete the attached Opt-in Form and return it by mail in the pre-postaged return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting **[INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR]**. Follow the prompts to complete the electronic form until you have received confirmation that your form has been submitted electronically. Mailed Opt-In Forms must be postmarked, and electronic Opt-In Forms must be submitted, no later than **[INSERT 60 DAYS FROM FIRST MAILING]**.

10. When will I get my check?

Checks will be mailed to FLSA Settlement Collective Members after the Court grants "final approval" of the Settlement, and after

time for appeals has ended and any appeals have been resolved, if applicable. If the judge approves the settlement, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

11. What happens if I don't opt-in?

If you do not wish to participate in the FLSA Settlement, you should not return the Opt-in Form. If you do not return a properly completed Opt-in Form by mail or electronically by **INSERT 60 DAYS FROM FIRST MAILING**, you **will not** receive an FLSA Settlement payment, and you **will not** be bound by the terms of the FLSA Settlement, including the release of claims described above.

12. What happens with any unclaimed or unpaid settlement funds?

All settlement checks sent to FLSA Settlement Collective Members and not cashed within 180 days of issuance shall be canceled, and the money represented by such checks shall go to the FLSA Settlement Collective Member's home state, in the name of the FLSA Settlement Collective Member to be held as unclaimed property for the benefit of the FLSA Settlement Class Member.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

If you elect to opt-in to this matter, you agree to allow the Settlement Representatives to make decisions on your behalf. The Settlement Representatives are represented by the attorneys listed below. If you have any questions regarding this case or the Settlement, please feel free to contact any of the attorneys listed below.

KABATECK LLP
Brian S. Kabateck
Shant Karnikian
Jerusalem F. Beligan
633 W. Fifth Street, Suite 3200
Los Angeles, CA 90071
Telephone: (213) 217-5000
Email: jfb@kbklawyers.com

FRADIN LAW
Michael L. Fradin
8401 Crawford Ave., Ste. 104
Skokie, IL 60076
Telephone: (847) 986-5889
Email: mike@fradinlaw.com

SIMON LAW CO.
James L. Simon
5000 Rockside Road
Liberty Plaza Building – Suite 520
Independence, Ohio 44131
Telephone: (216) 816-8696
Email: james@simonsayspay.com

14. How will the costs and attorneys' fees for the lawsuit and the settlement be paid?

Subject to court approval, Defendant agrees to pay up to \$1,000,000.00 in attorneys' fees and \$46,000.00 in costs to Class Counsel. Subject to court approval, Defendant also agrees to pay a service award to Plaintiffs and Settlement Representatives Sharon Oliveira and Ingrid Leeman of up to \$7,500.00 to each of them for serving as a Settlement Representative and taking on the risk of litigation and in exchange for a general release. Subject to court approval, Defendants shall pay up to \$35,000.00 for the Settlement Administrator's costs and fees associated with administering the Settlement. The Court may award less than these amounts.

EXHIBIT B

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA
CASE NO. 22-CV-00003-LL-WVG
SHARON OLIVEIRA AND INGRID LEEMAN, AS INDIVIDUALS AND ON BEHALF OF ALL OTHERS SIMILARLY
SITUATED V. AMN HEALTHCARE LANGUAGE SERVICES, INC. (“THE ACTION”)

A court authorized this notice. This is not a solicitation from a lawyer.

CLASS MEMBER NAME: _____

ATTENTION: EMPLOYMENT RECORDS SHOW THAT YOU ARE OR WERE EMPLOYED AS AN INTERPRETER IN CALIFORNIA BY AMN HEALTHCARE LANGUAGE SERVICES, INC. AT ANY TIME FROM JUNE 27, 2018 THROUGH NOVEMBER 1, 2022, AND ARE A MEMBER OF THE BELOW-DESCRIBED SETTLEMENT CLASSES AND/OR COLLECTIVE.

- A proposed settlement (the “Settlement”) has been reached between Plaintiffs Sharon Oliveira and Ingrid Leeman (“Plaintiffs” or “Class Representatives”) and Defendant, AMN Healthcare Language Services, Inc. (“AMN” or “Defendant.”)
- The Settlement resolves a class action/collective action lawsuit in which Plaintiffs claim Defendant *allegedly* violated wage and hour laws; specifically, the Fair Labor Standards Act (“FLSA”) of the United States, as well as the state laws of California and Ohio (for interpreters who worked in those states) in a variety of ways. Defendant denies those claims.
- You are getting this notice because you are eligible to participate in the California Settlement Class. In addition, you may also be eligible to participate in the FLSA Settlement Collective and/or the payments to the PAGA Representative Group, depending on your dates of employment.
 - The California Class applies to everyone receiving this Notice and consists of any California-based Interpreters employed by AMN or any of its predecessors from June 17, 2018 through and including November 1, 2022.
 - The FLSA Collective consists of any Interpreters employed by AMN or any of its predecessors between [INSERT 3-YEARS PRIOR TO DATE COURT GRANTS CONDITIONAL CERT] and November 1, 2022.
 - The PAGA Representative Group consists of any Interpreters employed by AMN or any of its predecessors in California between May 29, 2021 and November 1, 2022.
- The Settlement provides you the opportunity to receive up to three separate and distinct cash payments depending on your dates of employment and which of the three settlement groups listed above apply to you based on those dates. This notice summarizes the proposed settlement and release. For the precise terms of the settlement and the release, please see the settlement agreement by accessing it at [INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR], by contacting class counsel (contact information below), by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.casd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Southern District of California, at 333 West Broadway, San Diego, CA 92101, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

BASIC OPTIONS UNDER THE SETTLEMENT

California:

Individuals receiving this Notice are members of the California Class. You are also a member of the PAGA Representative Group if you were employed as an interpreter by AMN between May 29, 2021 and November 1, 2022. You do not need to take any action to be a part of the California Settlement Class or the PAGA Representative Group (if applicable). As a participating member of either of these groups, you will be entitled to participate in the applicable settlement payments. As a participating Class or Group member, though, you will give up your right to assert California wage and hour claims that arose during the relevant period (as detailed below) against AMN. You have the right to exclude yourself from the California Settlement Class by submitting a written request for exclusion to the Claims Administrator. If you do so, you will not receive a California Settlement payment, but will preserve your right to personally pursue California wage and hour claims from the relevant period against AMN. You do not have a right to exclude yourself from the PAGA portion of the proposed settlement.

FLSA:

If you are a member of the FLSA Collective (dates of employment between [INSERT 3-YEARS PRIOR TO DATE COURT GRANTS CONDITIONAL CERT] and November 1, 2022), and wish to become a member of the FLSA Settlement Collective so that you can claim a portion of the FLSA Settlement, you must follow the instructions in this Notice to opt-in to the Settlement before the deadline listed below. If you do not opt-in before the deadline listed below, you will not become a member of the FLSA Settlement Collective, will not receive an FLSA Settlement payment, and will not be bound by the terms of the FLSA Release and/or the portions of the Settlement pertaining to the FLSA claims.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

TO RECEIVE APPLICABLE SETTLEMENT PAYMENTS	To receive a cash payment from the California Settlement, you need not take any action. If you do nothing, you will receive a cash payment from the California Settlement and will give up your rights to be part of any other lawsuit involving the same or similar legal claims as the ones in this case, and will release all such claims. If you are a member of the PAGA Representative Group, you do not need to take any action to receive an individual PAGA payment. If you are not a member of the PAGA Representative Group, you are not eligible to receive an individual PAGA payment. To receive a cash payment from the FLSA Settlement, you must complete and return the attached “Opt-in Form” no later than [INSERT 60 DAYS FROM FIRST MAILING]. You may complete the attached Opt-in Form and return it by mail in the pre-postaged return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting [INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR]. Follow the prompts to complete the electronic form until you have received confirmation that your form has been submitted electronically. Mailed Opt-In Forms must be postmarked, and electronic Opt-In Forms must be submitted, no later than [INSERT 60 DAYS FROM FIRST MAILING]
EXCLUDE YOURSELF FROM THE CALIFORNIA SETTLEMENT OR DO NOTHING IN REGARD TO THE FLSA SETTLEMENT	The only way for you to exclude yourself from the California Settlement is to submit a Request for Exclusion to the Settlement Administrator postmarked no later than [INSERT 45 DAYS FROM FIRST MAILING]. Persons who elect to exclude themselves are “Opt Outs.” Instructions for submitting a Request for Exclusion are set forth below. If you submit a proper Request for Exclusion, you will not receive any money from the California Settlement and you will not release any claims you may have against Defendant under California law (other than PAGA). You cannot opt-out of the PAGA portion of the proposed Settlement. AMN must pay individual PAGA payments to all PAGA Representative Group members and all PAGA Representative Group members must give up their rights to pursue released PAGA claims (as detailed below). If you do not complete the attached “Opt-in Form” by [INSERT 60 DAYS FROM FIRST MAILING] you will not be included in the FLSA Settlement. If you do not complete the attached “Opt-in Form by [INSERT 60 DAYS FROM FRIST MAILING] you will not receive any payment from the FLSA Settlement and you will not release any claims you may have against Defendant under federal law.
OBJECT	If you wish to object to the California Settlement, you must submit a written Objection and supporting papers to the Court postmarked or time-stamped no later than 11:59 p.m. on [INSERT 45 DAYS FROM FIRST MAILING]. If you file a timely written objection, you may, but are not required to appear at the Final Settlement Hearing, as described below. All California Class Members who do not opt-out can object to any aspect of the proposed Settlement. However, you cannot ask the Court to order a different settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel, the Class Representatives who pursued the Action on behalf of the Class and Collective, and the Settlement Administrator. You are not personally responsible for any payments to Class Counsel or Class Representatives, but the amounts of these payments reduce the net settlement amount available for distribution to class and collective members. You can object to the amounts of these payments if you think they are unreasonable. See Section 18 of this Notice. Objections shall only be considered from California Class members who have not excluded themselves from the California Settlement. Any individual who excludes themselves from the California Settlement Class will be deemed to have waived any right to object and any objection to the Settlement. There is no right to object to the PAGA portion of the Settlement or the FLSA portion of the Settlement.

- These rights and options, and how to exercise them, are explained in more detail in this notice.
- The Court handling this case still has to decide whether to grant final approval of the Settlement. Cash payments will only be issued if the Court grants final approval of the Settlement and after the time for appeals has ended and any appeals are resolved, if applicable. Payments are expected to be mailed by approximately **DATE** if there are no appeals.
- Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

You have received this notice because Defendant's records show that AMN or any of its predecessors employed you as an interpreter in the State of California between June 17, 2018 and November 1, 2022. As such, you are a member of the California Class that has been agreed to for purposes of this Settlement (a "California Class Member").

If Defendant's records show that AMN or any of its predecessors employed you as an interpreter in the United States (the 50 states plus Washington, DC), at any point between **[INSERT 3-YEARS PRIOR TO DATE COURT GRANTS CONDITIONAL CERT]** and November 1, 2022, you are also an FLSA Collective Member for purposes of this Settlement.

If Defendant's records show that AMN or any of its predecessors employed you as an interpreter in California between May 29, 2021 and November 1, 2022, you are also a PAGA Representative Group Member for purposes of this Settlement.

This notice tells you how you can be part of each portion of this Settlement that is applicable to you based on your dates and location(s) of employment and how you can exclude yourself from the California and FLSA portions of the Settlement.

2. What is the Action about?

In the Action, Plaintiffs alleged claims on behalf of certain hourly, non-exempt employees who worked for AMN in the United States as interpreters. More particularly, Plaintiffs alleged among other things that AMN violated the Fair Labor Standards Act ("FLSA"), with respect to them individually and/or each such employee, by failing to pay all minimum wage and overtime owed, and failing to adequately reimburse employees for business expenses. In the Action, Plaintiffs sought monetary relief on behalf of an FLSA Collective.

Plaintiffs also alleged claims under California and Ohio law. More particularly as it pertains to individuals who worked for Defendant within California, Plaintiffs alleged among other things that Defendant had, with respect to them individually and/or each such employee, failed to provide required meal or rest periods or to pay wage premiums for missing, late or short meal or rest periods; failed to provide complete and accurate wage statements; failed to pay all wages, minimum wages, and/or premium overtime wages owed; failed to adequately reimburse employees for business expenses; failed to timely pay all earned wages and final paychecks due at the time of separation of employment; violated the California Private Attorneys General Act (the "PAGA"); engaged in unfair business practices in violation of California Business & Professions Code section 17200. In the Action, Plaintiffs sought monetary relief (including damages, restitution, and penalties) and other relief on behalf of the Settlement Class.

Plaintiffs and Defendant believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the FLSA Collective, the California Class, and the PAGA Representative Group.

3. Why is the lawsuit a class action and a collective action?

In a class action, one or more people called a "Class Representative" (in this case, Ingrid Leeman) sues on behalf of people who are alleged to have similar claims. All of these people are a "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the class. On **DATE**, the Honorable Linda Lopez, the judge assigned to this case, issued an order preliminarily certifying the California Settlement Class.

A collective action is similar to a class action but is brought pursuant to the FLSA or similar state laws that require individuals to opt-in to become part of the case. Like a class action, one or more people called a "Class Representative" (in this case, Sharon Oliveira and Ingrid Leeman) sue on behalf of people who are alleged to have similar claims. All such people have the ability to become a part of the "collective." In a collective action, eligible individuals within the collective cannot participate in the lawsuit or any settlement without timely providing their written consent to join. Individuals who elect to participate in the lawsuit and any settlement resulting therefrom become "Collective Members" or "Opt-ins" only if they provide their written consent to join as described herein.

Individuals that do not elect to participate in the lawsuit do so by declining to provide their written consent to join (i.e., taking no action). Individuals who decline to provide their written consent to join will not become FLSA Settlement Collective Members, will not receive any share of the Settlement, and will not release any FLSA claims that they may have against the Defendant.

4. Who is in the Settlement Class/Collective?

The California Class is defined as any California-based Interpreter employed by AMN or any of its predecessor companies from June 17, 2018 through and including November 1, 2022. Any California Class Member who does not opt-out of this Settlement will be a member of the California Settlement Class.

The PAGA Representative Group consists of any Interpreters employed by AMN or any of its predecessors in California between May 29, 2021 and November 1, 2022. All PAGA Representative Group members will receive individual PAGA payments under this Settlement.

The FLSA Collective is defined as any Interpreters employed by AMN or any of its predecessors in the United States (including California) between [INSERT 3-YEARS PRIOR TO DATE COURT GRANTS CONDITIONAL CERT] through and including November 1, 2022. The FLSA Settlement Collective is made up of each FLSA Collective member who has opted-in to the Settlement by completing and returning the attached “Opt-in Form” (as described above) no later than [INSERT 60 DAYS FROM FIRST MAILING].

5. Why is there a settlement?

No Court has made any determination whether AMN or Plaintiffs are correct on the merits. However, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Defendant denies all of the claims in the Action. The Class Representatives and their lawyers believe the Settlement is fair, adequate and reasonable and in the best interests of all California Settlement Class members, FLSA Collective members, and PAGA Representative Group members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Settlement Amount of \$3,000,000.00. From this Settlement Amount, \$1,500,000.00 is being allocated to the California Settlement Amount, \$1,440,000.00 is being allocated to the FLSA Settlement Amount, \$50,000.00 is being paid as penalties under the PAGA, and \$10,000.00 is being allocated to resolve state law claims of Interpreters employed by AMN in Ohio.

Certain amounts approved by the Court will be deducted from the California, FLSA and Ohio Settlement Amounts; specifically attorneys’ fees of not more than \$1,000,000.00 and costs of not more than \$46,000 incurred for representing Plaintiffs and the Settlement Class in the Action; service awards to Plaintiffs for their efforts as Class Representatives of not more than \$7,500 for each plaintiff; and the fees and expenses of the Settlement Administrator estimated not to exceed \$35,000. If the Court approves less than the above-listed amounts for any of the deductions listed above, that amount will be available to pay Settlement Class Members who elect to opt-in to the FLSA Settlement or the Ohio Settlement and who do not opt-out of the California Settlement. Once the Court has approved specific amounts for attorneys’ fees and costs, service awards, and administration costs; 48.81% of the total approved amount will be deducted from the FLSA Settlement to cover the portion of these items attributable to the FLSA Settlement, and 50.85% of the total approved amount will be deducted from the California Settlement to cover the portion of these items attributable to the California Settlement. The amounts left are the “FLSA Net Settlement Amount” and the “California Net Settlement Amount.”

Pursuant to PAGA, Seventy-Five Percent (75%) of the approved PAGA Gross Settlement Amount will be paid to the Labor and Workforce Development Agency (“LWDA”) and Twenty Five Percent (25%) shall become the “Net PAGA Amount” and shall be distributed to the PAGA Representative Group as set forth herein.

Under the terms of the California Settlement, the California Net Settlement Amount will be allocated on the basis of each California Settlement Class Member’s total California part-time workweeks and California full-time workweeks. Each California part-time workweek will be equal to one (1) California Settlement Share. Each California full-time workweek will be equal to one and one-half (1.5) California Settlement Shares. Each California Settlement Class Member’s California Settlement Award will be based on their proportionate share of the total California Settlement Shares. California Settlement Class Members’ California Settlement Awards shall be allocated as 50% wages and 50% non-wage income. The Settlement Administrator shall, from the California Settlement Awards assigned to each California Settlement Class Member, deduct the employee’s tax and other wage withholdings for the wage portion. AMN will separately pay the employer’s portion of these tax payments. Each California Settlement Class Member will receive an IRS Form W-2 to report the wage portion of the amount paid to them and an IRS Form 1099 for the non-wage portion. None of the payments will be eligible for benefit contributions or employee matching.

Under the terms of the PAGA Settlement, the Net PAGA Amount will be allocated on the basis of each PAGA Representative Group Member's total PAGA Pay Periods. Each PAGA Representative Group Member's PAGA Settlement Award will be based on their proportionate share of the total PAGA Pay Periods. Each PAGA Settlement Award shall be allocated as follows: 100% will be considered penalties and interest. The Settlement Administrator shall issue an IRS Form 1099 for the PAGA Settlement Awards. PAGA Representative Group Members assume full responsibility and liability for any taxes owed on their PAGA Settlement Payments. None of the payments will be eligible for benefit contributions or employee matching.

Under the terms of the FLSA Settlement, the FLSA Net Settlement Amount will be allocated to FLSA Settlement Collective members on the basis of each FLSA Settlement Collective Member's total workweeks in part-time status and total workweeks in full-time status. Each FLSA part-time workweek will be equal to one (1) FLSA Settlement Share. Each FLSA full-time workweek will be equal to ten (10) FLSA Settlement Shares. Each FLSA Settlement Collective Member's FLSA Settlement Award will be based on their proportionate share of the total FLSA Settlement Shares. FLSA Settlement Collective Members' FLSA Settlement Awards shall be allocated as 50% wages and 50% non-wage income. The Settlement Administrator shall, from the FLSA Settlement Awards assigned to each FLSA Settlement Collective Member, deduct the employee's tax and other wage withholdings for the wage portion. AMN will separately pay the employer's portion of these tax payments. Each FLSA Settlement Collective Member will receive an IRS Form W-2 to report the wage portion of the amount paid to them and an IRS Form 1099 for the non-wage portion. None of the payments will be eligible for benefit contributions or employee matching.

7. What am I giving up in exchange for the settlement benefits?

Upon the Settlement Effective Date, you will be releasing claims and the right to bring your own lawsuit depending on the settlement group(s) to which you belong. The full language of the release(s) that will apply to you can be found in the Settlement Agreement and you should review that document to understand the full extent of the release(s) that apply. Generally, the releases are as follows:

1. All California Settlement Class Members will release the Released Parties from any and all claims or obligations arising from alleged violations of California's wage orders, the California Labor Code, the California UCL, PAGA, or any other source of state, federal, or local law that were or could have been pled based upon the factual allegations that were alleged in any of the complaints filed in this Action, so long as the claims arose during the time period between June 17, 2018 and November 1, 2022. This includes, but is not limited to, claims for unpaid wages, claims for failure to keep accurate and complete payroll records or provide accurate and complete wage statements, claims for missed, short, or late meal or rest periods, claims for failure to reimburse for necessary business expenses, claims for failing to pay wage premiums of any type, and claims for statutory damages, penalties, and/or interest. However, if a California Settlement Class Member has not submitted an Opt-In Consent Form indicating their consent to join the FLSA Settlement Collective, the California Settlement Class Member will not release FLSA claims, although AMN retains any defenses to unreleased FLSA claims.
2. All FLSA Settlement Collective Members will release the Released Parties from any and all claims or obligations arising from alleged violations of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. ("FLSA") that were or could have been pled based upon the factual allegations that were alleged in any of the complaints filed in this Action, so long as the claims arose during the FLSA Collective Period. This includes but is not limited to all claims for unpaid wages, including overtime wages, off-the-clock wage claims, minimum wage claims, claims for failure to reimburse for necessary business expenses, claims for unpaid rest breaks, and any related claims for attorneys' fees, liquidated damages, interest, litigation expenses or any other costs or expenses.
3. All members of the PAGA Representative Group shall be deemed to have released and forever discharged the Released Parties from any and all claims under the Private Attorneys General Act of 2004 ("PAGA") for civil penalties for Labor Code violations identified, pleaded, or otherwise set out in, or which could have been alleged based on the factual allegations in the Action, including any claims for related attorneys' fees and costs.

In each of the sections above, "Released Parties" means AMN Healthcare Language Services, Inc., all of its current and former parent companies (including, but not limited to, AMN Healthcare, Inc.), current and former subsidiaries, affiliates, and other related entities and individuals, as fully defined in the Settlement Agreement.

You may later discover new or currently unknown facts about the claims you have released but your releases of these claims will remain in effect and valid even if you later discover such new or unknown facts. You can talk to one of the lawyers listed below for free or you can talk to your own lawyer if you have questions about the claims you are releasing and what they mean. You may also get the full legal text of the releases by which you will be bound by referencing the full Settlement Agreement.

8. Can AMN retaliate against me for participating in the settlement?

No. Your decision as to whether or not to participate in the Settlement will in no way affect your work or employment with AMN or future work or employment with AMN. It would be unlawful for an employer to take any adverse action against an individual as a result of their participation in a lawsuit or a settlement.

HOW TO GET A CASH PAYMENT

9. How do I get a cash payment?

You are not required to take any action to receive your share of the California Settlement or the PAGA Settlement. If you do nothing, your share of the California and PAGA settlement proceeds will be mailed to you, and you will be bound by the release of the California Released Claims and the PAGA Released Claims summarized above and set forth in full in the Settlement Agreement.

To receive your share of the FLSA Settlement, you must complete and return the attached "Opt-in Form" no later than **[INSERT 60 DAYS FROM FIRST MAILING]**. You may complete the attached Opt-in Form and return it by mail in the pre-postaged return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting **[INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR]**. Follow the prompts to complete the electronic form until you have received confirmation that your form has been submitted electronically. Mailed Opt-In Forms must be postmarked, and electronic Opt-In Forms must be submitted, no later than **[INSERT 60 DAYS FROM FIRST MAILING]**.

10. When will I get my check?

Checks will be mailed to Settlement Class/Settlement Collective Members and PAGA Representative Group Members eligible to receive benefits after the Court grants “final approval” of the Settlement, and after time for appeals has ended and any appeals have been resolved, if applicable. If the judge approves the settlement, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

EXCLUDING YOURSELF FROM THE CALIFORNIA SETTLEMENT

11. How do I ask the Court to exclude me from the California Settlement Class?

Any California Settlement Class Member who does not wish to participate in the California Settlement may exclude themselves from the Settlement (i.e., “Opt Out”) by sending a Request for Exclusion by first class mail, facsimile, or via email to:

Timothy N. Phillips Jr.
CPT Group Inc.
50 Corporate Park,
Irvine, CA 92606
Phone: (818) 415-2703
Fax: (949) 428-1074
Email: Tim@cptgroup.com

Your Request for Exclusion must include the following: (1) a statement that “I wish to exclude myself from the settlement reached in the matter of Oliveira vs. AMN. I understand by excluding myself, I will not receive any money from the California Settlement reached in the matter”; (2) your name, address, and the last four digits of your Social Security number or the person requesting exclusion; and (3) your signature.

Your request for exclusion must be postmarked, fax-stamped, or have an email receipt time on or before 11:59 p.m. on **INSERT 45 DAYS FROM FIRST MAILING** and returned to the Claims Administrator at the address, fax number, or email address specified above.

Your Request for Exclusion will not be valid if it is not timely submitted, if it is not signed, or if it does not contain the name and address of the Settlement Class Member. The date of the postmark on the return mailing envelope, the fax stamp, or the email receipt times shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Settlement Class Members who fail to submit a valid and timely written Request for Exclusion on or before 11:59 p.m. on **INSERT 45 DAYS FROM FIRST MAILING** shall be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court.

Any person who submits a complete and timely Request for Exclusion will not be eligible to participate in the California Settlement, will not receive proceeds from the California Settlement, and will not be bound by the terms of the in the California portion of the Settlement Agreement, or the California release of claims described above.

12. If I exclude myself, can I get anything from the California Settlement? And, how does excluding myself impact my participation in the FLSA Settlement and/or the PAGA Settlement?

If you exclude yourself now you will not get anything from the California Settlement. If you ask to be excluded, you will not get a cash payment from the California Settlement, and you cannot object to the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against Defendant in the future, subject to any defenses that Defendant may assert. You will not be bound by the terms of the in the California portion of the Settlement Agreement, or the California release of claims described above.

However, excluding yourself from the California Settlement will not: (1) prevent you from opting-in to the FLSA Settlement, if you should so desire, or (2) impact your participation in the PAGA Settlement, if you are a PAGA Representative Group member and the Settlement Agreement is given final approval.

13. Can I choose to be a part of the California Settlement Class but not the FLSA Settlement Class?

Yes. If you take no action in regard to this Notice, you will automatically be a part of the California Settlement Class, and if applicable based on your dates of employment, the PAGA Representative Group. You will not be included in the FLSA Settlement Class unless

you affirmatively opt-in as described above, so if you take no action, you will not be included in the FLSA Settlement Class. Thus, if you do not wish to participate in the FLSA Settlement, you should not return the Opt-in Form. If you do not return a properly completed Opt-in Form by mail or electronically by **INSERT 60 DAYS FROM FIRST MAILING**, you **will not** receive an FLSA Settlement payment, and you **will not** be bound by the terms of the FLSA portion of the Settlement Agreement, including the FLSA release of claims described above.

14. If I don't exclude myself from the California Settlement, can I sue later?

Not as to any California Settlement Released Claims. Unless you exclude yourself, you give up the right to sue Defendant and other parties for any California Settlement Released Claims. You must exclude yourself from the California Settlement to start or continue your own lawsuit on the California Settlement Released Claims, again subject to any defenses that any Defendant may assert.

15. What happens with any unclaimed or unpaid settlement funds?

All settlement checks sent to individuals receiving this Notice and not cashed within 180 days of issuance shall be canceled, and the money represented by such checks shall go to the California State Controller's Unclaimed Property Fund (or, if the Settlement Class Member no longer lives in California, to their home state), in the name of the individual to be held as unclaimed property for the benefit of the Settlement Class Member.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Settlement Class. If you have any questions about the settlement, please contact any of the attorneys listed below.

KABATECK LLP
Brian S. Kabateck
Shant Karnikian
Jerusalem F. Beligan
633 W. Fifth Street, Suite 3200
Los Angeles, CA 90071
Telephone: (213) 217-5000
Email: jfb@kbklawyers.com

FRADIN LAW
Michael L. Fradin
8401 Crawford Ave., Ste. 104
Skokie, IL 60076
Telephone: (847) 986-5889
Email: mike@fradinlaw.com

SIMON LAW CO.
James L. Simon
5000 Rockside Road
Liberty Plaza Building – Suite 520
Independence, Ohio 44131
Telephone: (216) 816-8696
Email: james@simonsayspay.com

17. How will the costs and attorneys' fees for the lawsuit and the settlement be paid?

Subject to court approval, Defendant agrees to pay up to \$1,000,000.00 in attorneys' fees and \$46,000.00 in costs to Class Counsel. Subject to court approval, Defendant also agrees to pay a service award to Plaintiffs and Class Representatives Sharon Oliveira and Ingrid Leeman of up to \$7,500.00 to each of them for serving as a Class Representative and taking on the risk of litigation and in exchange for a general release. Subject to court approval, Defendant shall pay up to \$35,000.00 for the Settlement Administrator's costs and fees associated with administering the Settlement. The Court may award less than these amounts.

OBJECTING TO THE CALIFORNIA SETTLEMENT

18. How do I object to the California Settlement?

If you do not file a Request for Exclusion, you can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

To object, you must send the Court a written statement that you object to the Settlement in Oliveira v. AMN Healthcare Language Services, Inc., Case No. 3:22-cv-0003-LL(WVG) (S.D. Cal.). The objection must be filed with the Court via CM/ECF or at the following address: Office of the Clerk of the Court United States District Court for the Southern District of California, 333 West

Broadway, Suite 420 San Diego, CA 92101 The objection must be in writing, must be personally signed, and must include the following information: (1) your full name and current address, (2) a statement that you believe yourself to be a member of the Settlement Class, (3) the specific grounds for your objection, (4) all documents or writings that you desire the Court to consider, (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may profit from the pursuit of your objection, and (6) a statement indicating whether you (or your counsel) intend to appear at the Final Approval Hearing. Your objection must be filed on or before 11:59 p.m. on **[INSERT 45 DAYS FROM FIRST MAILING]**. If you are represented by a lawyer, he or she must file an appearance or seek pro hac vice admission to practice before the Court and file the objection via CM/ECF.

In addition to filing your objection with the Court, you must send copies of your objection and any supporting document to Class Counsel via mail, hand, or overnight delivery service by no later than **[INSERT 45 DAYS FROM FIRST MAILING]** at the address listed under Question 16, above.

Any objection must be filed with the Court via CM/ECF or at the following address:

Office of the Clerk of the Court
United States District Court for the Southern District of California
333 West Broadway, Suite 420
San Diego, CA 92101

19. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the California Settlement. You can object only if you stay in the California Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the California Settlement Class. If you exclude yourself, you will have no basis to object because the California Settlement will no longer affect you.

THE COURT'S FAIRNESS HEARING ON THE SETTLEMENT

The Court will hold a hearing to decide whether to finally approve the Settlement.

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing at the Edward J. Schwartz United States Courthouse located at 221 West Broadway, San Diego, CA 92101, on XXX at :00 a.m. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to court to talk about it. You can appear at the hearing to have your objections considered by the Court. You may also pay another lawyer to attend, but it is not required.

EXHIBIT C

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA
CASE NO. 22-CV-00003-LL-WVG
**SHARON OLIVEIRA AND INGRID LEEMAN, AS INDIVIDUALS AND ON BEHALF OF ALL OTHERS SIMILARLY
SITUATED V. AMN HEALTHCARE LANGUAGE SERVICES, INC. (“THE ACTION”)**

A court authorized this notice. This is not a solicitation from a lawyer.

CLASS MEMBER NAME: _____

ATTENTION: EMPLOYMENT RECORDS SHOW THAT YOU ARE OR WERE EMPLOYED AS AN INTERPRETER IN OHIO BY AMN HEALTHCARE LANGUAGE SERVICES, INC. AT ANY TIME FROM [INSERT 2-YEARS PRIOR TO DATE COURT GRANTS CONDITIONAL CERT] THROUGH NOVEMBER 1, 2022, AND ARE A MEMBER OF THE BELOW-DESCRIBED SETTLEMENT COLLECTIVES.

- A proposed settlement (the “Settlement”) has been reached between Plaintiffs Sharon Oliveira and Ingrid Leeman (“Plaintiffs” or “Class Representatives”) and Defendant, AMN Healthcare Language Services, Inc. (“AMN” or “Defendant.”)
- The Settlement resolves a class action/collective action lawsuit in which Plaintiffs claim Defendant *allegedly* violated wage and hour laws; specifically, the Fair Labor Standards Act (“FLSA”) of the United States, as well as the state laws of California and Ohio (for interpreters who worked in those states) in a variety of ways. Defendant denies those claims.
- You are getting this notice because you are eligible to participate in the FLSA Settlement Collective and the Ohio Settlement Collective.
 - The FLSA Collective consists of any Interpreters employed by AMN or any of its predecessors between [INSERT 3-YEARS PRIOR TO DATE COURT GRANTS CONDITIONAL CERT] and November 1, 2022.
 - The Ohio Collective consists of any Interpreters employed by AMN or any of its predecessors in Ohio between [INSERT 2-YEARS PRIOR TO DATE COURT GRANTS CONDITIONAL CERT] and November 1, 2022.
- The Settlement provides you the opportunity to receive up to two separate and distinct cash payments.
- **To become a member of the FLSA Settlement Collective and/or the Ohio Settlement Collective and receive one or two Settlement Payments, you must follow the instructions in this Notice to opt-in to the Settlement before the deadline listed below.**
- This notice summarizes the proposed settlement and release. For the precise terms of the settlement and the release, please see the settlement agreement by accessing it at [INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR], by contacting class counsel (contact information below), by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.casd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Southern District of California, at 333 West Broadway, San Diego, CA 92101, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

**TO RECEIVE
APPLICABLE
SETTLEMENT
PAYMENTS**

To receive both cash payments under the FLSA Settlement and the Ohio Settlement to which you are entitled, you must complete and timely return the attached “Opt-in Form” with *both* boxes checked.

To receive a cash payment from the FLSA Settlement, you must complete and return the attached “Opt-in Form” no later than [INSERT 60 DAYS FROM FIRST MAILING]. **You must check the box for “The federal Fair Labor Standards Act” in order to receive a payment from the FLSA Settlement.** You may complete the attached Opt-in Form and return it by mail in the pre-postaged return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting [INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR]. Follow the prompts to complete the electronic form until you have received confirmation that your form has been submitted electronically. Mailed Opt-In Forms must be postmarked, and electronic Opt-In Forms must be submitted, no later than [INSERT 60 DAYS FROM FIRST MAILING]

To receive a cash payment from the Ohio Settlement, you must complete and return the attached “Opt-in Form” no later than [INSERT 60 DAYS FROM FIRST MAILING]. **You must check the box for “The Ohio Minimum Fair Wage Standards Act” in order to receive a payment from the Ohio Settlement.** You may complete the attached Opt-in Form and return it by mail in the pre-postaged return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting [INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR]. Follow the prompts to complete the electronic form until you have received confirmation that your form has been submitted electronically. Mailed Opt-In Forms must be postmarked, and electronic Opt-In Forms must be submitted, no later than [INSERT 60 DAYS FROM FIRST MAILING]

DO NOTHING IN REGARD TO THE FLSA SETTLEMENT AND/OR OHIO SETTLEMENT	If you do not complete the attached “Opt-in Form” and check the box for “The federal Fair Labor Standards Act” by [INSERT 60 DAYS FROM FIRST MAILING] you will not be included in the FLSA Settlement. In that event, you will not receive any payment from the FLSA Settlement and you will not release any claims you may have against Defendant under federal law. If you do not complete the attached “Opt-in Form” and check the box for “The Ohio Minimum Fair Wage Standards Act” by [INSERT 60 DAYS FROM FIRST MAILING] you will not be included in the Ohio Settlement. In that event, you will not receive any payment from the Ohio Settlement and you will not release any claims you may have against Defendant under Ohio state law.
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- **These rights and options, and how to exercise them, are explained in more detail in this notice.**
- **The Court handling this case still has to decide whether to grant final approval of the Settlement. Cash payments will only be issued if the Court grants final approval of the Settlement and after the time for appeals has ended and any appeals are resolved, if applicable. Payments are expected to be mailed by approximately **DATE** if there are no appeals.**
- **Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.**

BASIC INFORMATION

1. Why did I get this notice?

You have received this notice because Defendant’s records show that AMN or any of its predecessors employed you as an interpreter in the State of Ohio between [INSERT 2-YEARS PRIOR TO DATE COURT GRANTS CONDITIONAL CERT] and November 1, 2022. As such, you are a member of the Ohio Collective and the FLSA Collective that have been agreed to for purposes of this Settlement.

This notice tells you how you can be part of each portion of this Settlement that is applicable to you and how you can exclude yourself from the Ohio and/or FLSA portions of the Settlement.

2. What is the Action about?

In the Action, Plaintiffs alleged claims on behalf of certain hourly, non-exempt employees who worked for AMN in the United States as interpreters. More particularly, Plaintiffs alleged among other things that AMN violated the Fair Labor Standards Act (“FLSA”), with respect to them individually and/or each such employee, by failing to pay all minimum wage and overtime owed and failing to adequately reimburse employees for business expenses. In the Action, Plaintiffs sought monetary relief on behalf of an FLSA Collective.

Plaintiffs also alleged claims under California and Ohio law. More particularly as it pertains to individuals who worked for Defendant within Ohio, Plaintiffs alleged among other things that AMN violated the Ohio Minimum Fair Wage Standards Act (“OMFWSA”), with respect to them individually and/or each such employee, by failing to pay all minimum wage and overtime owed, and failing to adequately reimburse employees for business expenses. In the Action, Plaintiffs sought monetary relief on behalf of an Ohio Collective.

Plaintiffs and Defendant believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the FLSA Collective and the Ohio Collective.

3. Why is the lawsuit a collective action?

In a collective action, one or more people (in this case, Sharon Oliveira and Ingrid Leeman) sue on behalf of people who are alleged to have similar claims. All such people have the ability to become a part of the “collective” and are receiving this court-approved Notice. In a collective action, eligible individuals within the collective cannot participate in the lawsuit or any settlement without timely providing their written consent to join. Individuals who elect to participate in the lawsuit and any settlement resulting therefrom become “Collective Members” or “Opt-ins” only if they provide their written consent to join as described herein. Individuals that do not elect to participate in the lawsuit do so by declining to provide their written consent to join (i.e., taking no action). Individuals that decline to provide their written consent to join will not become FLSA Settlement Collective Members or Ohio Settlement Collective Members, will not receive any share of the Settlement, and will not release any claims that they may have against the Defendant.

4. Who is in the Collectives and Who is in the Settlement Collectives?

The FLSA Collective is defined as any Interpreters employed by AMN or any of its predecessors in the United States between [INSERT 3-YEARS PRIOR TO DATE COURT GRANTS CONDITIONAL CERT] through and including November 1, 2022. The FLSA Settlement Collective is any FLSA Collective member who has opted-in to the Settlement by completing and returning the attached “Opt-in Form” and checking the box for “The federal Fair Labor Standards Act” (as described above) no later than [INSERT 60 DAYS FROM FIRST MAILING].

The Ohio Collective is defined as any Interpreters employed by AMN or any of its predecessors in the United States between [INSERT 2-YEARS PRIOR TO DATE COURT GRANTS CONDITIONAL CERT] through and including November 1, 2022. The Ohio Settlement Collective is any Ohio Collective member who has opted-in to the Settlement by completing and returning the attached “Opt-in Form” and checking the box for “The Ohio Minimum Fair Wage Standards Act” (as described above) no later than [INSERT 60 DAYS FROM FIRST MAILING].

5. Why is there a settlement?

No Court has made any determination whether AMN or Plaintiffs are correct on the merits. However, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Defendant denies all of the claims in the Action. The Class Representatives and their lawyers believe the Settlement is fair, adequate and reasonable and in the best interests of all FLSA Collective members and Ohio Collective members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Settlement Amount of \$3,000,000.00. From this Settlement Amount, \$1,440,000.00 is being allocated to the FLSA Settlement Amount, \$10,000.00 is being allocated to the Ohio Settlement Amount, \$1,500,000.00 is being allocated to resolve state law claims of Interpreters employed by AMN in California, and \$50,000.00 is being paid as penalties under the California’s Private Attorney General Act.

Certain amounts approved by the Court will be deducted from the California, FLSA and Ohio Settlement Amounts; specifically attorneys’ fees of not more than \$1,000,000.00 and costs of not more than \$46,000 incurred for representing Plaintiffs and the Settlement Collectives in the Action; service awards to Plaintiffs for their efforts as Class Representatives of not more than \$7,500 for each plaintiff; and the fees and expenses of the Settlement Administrator estimated not to exceed \$35,000. If the Court approves less than the above-listed amounts for any of the deductions listed above, that amount will be available to pay Settlement Class Members who elect to opt-in to the FLSA Settlement or the Ohio Settlement and who do not opt-out of the California Settlement. Once the Court has approved specific amounts for attorneys’ fees and costs, service awards, and administration costs; 48.81% of the total approved amount will be deducted from the FLSA Settlement to cover the portion of these items attributable to the FLSA Settlement, and 0.34% of the total approved amount will be deducted from the Ohio Settlement to cover the portion of these items attributable to the Ohio Settlement. The amounts left are the “FLSA Net Settlement Amount” and the “Ohio Net Settlement Amount.”

Under the terms of the FLSA Settlement, the FLSA Net Settlement Amount will be allocated to FLSA Settlement Collective members on the basis of each FLSA Settlement Collective Member’s total workweeks in part-time status and total workweeks in full-time status. Each FLSA part-time workweek will be equal to one (1) FLSA Settlement Share. Each FLSA full-time workweek will be equal to ten (10) FLSA Settlement Shares. Each FLSA Settlement Collective Member’s FLSA Settlement Award will be based on their proportionate share of the total FLSA Settlement Shares. FLSA Settlement Collective Members’ FLSA Settlement Awards shall be allocated as 50% wages and 50% non-wage income. The Settlement Administrator shall, from the FLSA Settlement Awards assigned to each FLSA Settlement Collective Member, deduct the employee’s tax and other wage withholdings for the wage portion. AMN will separately pay the employer’s portion of these tax payments. Each FLSA Settlement Collective Member will receive an IRS Form W-2 to report the wage portion of the amount paid to them and an IRS Form 1099 for the non-wage portion. None of the payments will be eligible for benefit contributions or employee matching.

Under the terms of the Ohio Settlement, the Ohio Net Settlement Amount will be allocated to Ohio Settlement Collective members on the basis of each Ohio Settlement Collective Member’s total workweeks in the relevant time period. Each Ohio Settlement Collective Member’s Ohio Settlement Award will be based on their proportionate share of the total Ohio workweeks. Ohio Settlement Collective Members’ Ohio Settlement Awards shall be allocated as 50% wages and 50% non-wage income. The Settlement Administrator shall, from the Ohio Settlement Awards assigned to each Ohio Settlement Collective Member, deduct the employee’s tax and other wage withholdings for the wage portion. AMN will separately pay the employer’s portion of these tax payments. Each Ohio Settlement Collective Member will receive an IRS Form W-2 to report the wage portion of the amount paid to them and an IRS Form 1099 for the non-wage portion. None of the payments will be eligible for benefit contributions or employee matching.

7. What am I giving up in exchange for the settlement benefits?

Upon the Settlement Effective Date, you will be releasing claims and the right to bring your own lawsuit depending on the settlement group(s) to which you belong. The full language of the release(s) that will apply to you can be found in the Settlement Agreement and you should review that document to understand the full extent of the release(s) that apply. Generally, the releases are as follows:

1. All FLSA Settlement Collective Members will release the Released Parties from any and all claims or obligations arising from alleged violations of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. (“FLSA”) that were or could have been pled based upon the factual allegations that were alleged in any of the complaints filed in this Action, so long as the claims arose during the FLSA Collective Period. This includes but is not limited to all claims for unpaid wages, including overtime wages, off-the-clock wage claims, minimum wage claims, claims for failure to reimburse for necessary business expenses, claims for unpaid rest breaks, and any related claims for attorneys’ fees, liquidated damages, interest, litigation expenses or any other costs or expenses.
2. All Ohio Settlement Collective Members will release the Released Parties from any and all claims or obligations arising from alleged violations of the OMFWSA or any other source of state, federal, or local law that were or could have been pled based upon the factual allegations that were alleged in any of the complaints filed in this Action, so long as the claims arose during the time period between [INSERT 2-YEARS PRIOR TO DATE COURT GRANTS CONDITIONAL CERT] and November 1, 2022. This includes but is not limited to all claims for unpaid wages, including overtime wages, off-the-clock wage claims, minimum wage claims, claims for failure to reimburse for necessary business expenses, claims for unpaid rest breaks, and any related claims for attorneys’ fees, liquidated damages, interest, litigation expenses or any other costs or expenses. However, if an Ohio Settlement Collective Member has not submitted an Opt-In Consent Form indicating their consent to join the FLSA Settlement Collective, the Ohio Settlement Collective Member will not release FLSA claims, although AMN retains any defenses to unreleased FLSA claims.

In each of the sections above, “Released Parties” means AMN Healthcare Language Services, Inc., all of its current and former parent companies (including, but not limited to, AMN Healthcare, Inc.), current and former subsidiaries, affiliates, and other related entities and individuals, as fully defined in the Settlement Agreement.

You may later discover new or currently unknown facts about the claims you have released but your releases of these claims will remain in effect and valid even if you later discover such new or unknown facts. You can talk to one of the lawyers listed below for free or you can talk to your own lawyer if you have questions about the claims you are releasing and what they mean. You may also get the full legal text of the releases by which you will be bound by referencing the full Settlement Agreement.

8. Can AMN retaliate against me for participating in the settlement?

No. Your decision as to whether or not to participate in the Settlement will in no way affect your work or employment with AMN or future work or employment with AMN. It would be unlawful for an employer to take any adverse action against an individual as a result of their participation in a lawsuit or a settlement.

HOW TO GET A CASH PAYMENT

9. How do I get a cash payment?

To receive your share of the FLSA Settlement, you must complete and return the attached “Opt-in Form” and check the box for “The federal Fair Labor Standards Act” no later than [INSERT 60 DAYS FROM FIRST MAILING]. You may complete the attached Opt-in Form and return it by mail in the pre-postaged return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting [INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR]. Follow the prompts to complete the electronic form until you have received confirmation that your form has been submitted electronically. Mailed Opt-In Forms must be postmarked, and electronic Opt-In Forms must be submitted, no later than [INSERT 60 DAYS FROM FIRST MAILING].

To receive your share of the Ohio Settlement, you must complete and return the attached “Opt-in Form” and check the box for “The Ohio Minimum Fair Wage Standards Act” no later than [INSERT 60 DAYS FROM FIRST MAILING]. You may complete the attached Opt-in Form and return it by mail in the pre-postaged return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting [INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR]. Follow the prompts to complete the electronic form until you have received confirmation that your form has been submitted electronically. Mailed Opt-In Forms must be postmarked, and electronic Opt-In Forms must be submitted, no later than [INSERT 60 DAYS FROM FIRST MAILING].

To receive both cash payments under the FLSA Settlement and the Ohio Settlement to which you are entitled, you must complete and timely return the attached “Opt-in Form” with *both* boxes checked.

10. When will I get my check?

Checks will be mailed to Settlement Collective Members eligible to receive benefits after the Court grants “final approval” of the

Settlement, and after time for appeals has ended and any appeals have been resolved, if applicable. If the judge approves the settlement, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

11. What happens if I don't opt-in to either the FLSA Settlement or the Ohio Settlement? Can I opt in to one and not the other?

If you do not wish to participate in the FLSA Settlement, you should not return the Opt-in Form and/or you should not check the box for "The federal Fair Labor Standards Act." If you do not return a properly completed Opt-in Form (and check the box for "The federal Fair Labor Standards Act") by mail or electronically by **INSERT 60 DAYS FROM FIRST MAILING**, you **will not** receive an FLSA Settlement payment, and you **will not** be bound by the terms of the FLSA Settlement, including the release of claims described above.

If you do not wish to participate in the Ohio Settlement, you should not return the Opt-in Form and/or you should not check the box for "The Ohio Minimum Fair Wage Standards Act." If you do not return a properly completed Opt-in Form (and check the box for "The Ohio Minimum Fair Wage Standards Act") by mail or electronically by **INSERT 60 DAYS FROM FIRST MAILING**, you **will not** receive an Ohio Settlement payment, and you **will not** be bound by the terms of the Ohio Settlement, including the release of claims described above.

To opt-in to both the FLSA Settlement and the Ohio Settlement, you must complete and timely return the attached "Opt-in Form" with *both* boxes checked. If you wish to opt-in to only the FLSA Settlement or only the Ohio Settlement, you must still return the "Opt-in Form" but should only check the box for the portion of the Settlement that you wish to be a part of.

12. What happens with any unclaimed or unpaid settlement funds?

All settlement checks sent to FLSA Settlement Collective Members or Ohio Settlement Collective Members and not cashed within 180 days of issuance shall be canceled, and the money represented by such checks shall go to the recipient's home state, in the name of the recipient to be held as unclaimed property for the benefit of that person.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Settlement Class. If you have any questions about the settlement, please contact any of the attorneys listed below.

KABATECK LLP
Brian S. Kabateck
Shant Karnikian
Jerusalem F. Beligan
633 W. Fifth Street, Suite 3200
Los Angeles, CA 90071
Telephone: (213) 217-5000
Email: jfb@kbklawyers.com

FRADIN LAW
Michael L. Fradin
8401 Crawford Ave., Ste. 104
Skokie, IL 60076
Telephone: (847) 986-5889
Email: mike@fradinlaw.com

SIMON LAW CO.
James L. Simon
5000 Rockside Road
Liberty Plaza Building – Suite 520
Independence, Ohio 44131
Telephone: (216) 816-8696
Email: james@simonsayspay.com

14. How will the costs and attorneys' fees for the lawsuit and the settlement be paid?

Subject to court approval, Defendant agrees to pay up to \$1,000,000.00 in attorneys' fees and \$46,000.00 in costs to Class Counsel. Subject to court approval, Defendant also agrees to pay a service award to Plaintiffs and Class Representatives Sharon Oliveira and Ingrid Leeman of up to \$7,500.00 to each of them for serving as a Class Representative and taking on the risk of litigation and in exchange for a general release. Subject to court approval, Defendant shall pay up to \$35,000.00 for the Settlement Administrator's costs and fees associated with administering the Settlement. The Court may award less than these amounts.

EXHIBIT D

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF CALIFORNIA
3

4 Sharon Oliveira; and Ingrid Leeman,
5 individually, and on behalf of themselves
6 and all others similarly situated,

7 Plaintiffs,

8 v.

9 AMN Healthcare Language Services,
10 Inc., a Delaware corporation; and DOES 1
11 through 10, inclusive,

12 Defendants.

Case No. 3:22-cv-0003- LL (WVG)

**CONSENT TO JOIN FLSA
COLLECTIVE FOR
SETTLEMENT PURPOSES**

Judge: Hon. Linda Lopez
Courtroom: 2B (2nd Flr.) / 2140

Magistrate Judge: Hon. William V. Gallo
Courtroom: Suite 2125

Trial Date: Not Set

Initial Complaint: 01/03/2022
First Amended Complaint: 03/09/2022
Second Amended Complaint: 06/27/2022
Third Amended Complaint: 08/02/2022
Fourth Amended Complaint: 09/22/2022

13
14 **CONSENT TO JOIN FLSA COLLECTIVE FOR SETTLEMENT PURPOSES**

15
16 ***THIS FORM MUST BE RETURNED VIA MAIL OR ELECTRONICALLY BY***
17 ***[REDACTED], 2023 OR YOU WILL NOT BE A PART OF THE FLSA SETTLEMENT IN***
18 ***THIS ACTION.***

19
20 I consent to join the collective action lawsuit entitled *Sharon Oliveira and*
21 *Ingrid Leeman v. AMN Healthcare Language Services, Inc.*, pending in the United
22 States District Court, Southern District of California, Case No. 22-cv-00003-LL-
23 WVG and to be an Opt-In Plaintiff in the case against Defendant, AMN Healthcare
24 Language Services, Inc. ("Defendant") for settlement purposes. I am currently and/or
25 have been employed as an interpreter for Defendant or its predecessor companies, and
26 I consent and agree to join this action to pursue my portion of the settlement of claims
27 to recover unpaid wages, liquidated damages and interest in connection with the
28

1 above-referenced lawsuit arising out of my employment and based upon the federal
2 Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”).

3 I understand that this lawsuit is brought under the FLSA, among other laws. I
4 hereby consent, agree, and “opt in” to become a plaintiff herein for settlement
5 purposes and to be bound by the settlement of the FLSA portion of this action. I
6 hereby designate the named plaintiffs, Sharon Oliveira and Ingrid Leeman, and
7 Plaintiffs’ counsel (Kabateck LLP, Simon Law Co., and Fradin Law) to represent me
8 for this purpose.

9 I understand that the Settlement Agreement is subject to approval by the Court.
10 If the Settlement Agreement does not go into effect, the FLSA Collective agreed
11 upon for purposes of the Settlement will no longer be certified, meaning this consent
12 will be of no effect and I will no longer be a part of the lawsuit unless I take other
13 affirmative action to become a part of it.

14 By signing below, I verify that I have read and understood the Court-
15 Authorized Notice of Settlement in this case and that I am agreeing to bound by the
16 terms of the Settlement Agreement and the release of my FLSA claims as described in
17 the Notice of Settlement.

18
19 Name: _____

20
21 Address: _____

22 Number/Street

23
24 _____
25 City, State & Zip Code
26
27
28

1 E-Mail: _____

4 Telephone: _____

7 Signature: _____ Dated: _____

9 *Please submit electronically or return in the accompanying postage pre-paid*
10 *envelope to:*

12 Timothy N. Phillips Jr.
13 CPT Group Inc.
14 50 Corporate Park,
15 Irvine, CA 92606
16 Phone: (818) 415-2703
17 Fax: (949) 428-1074
18 Email: Tim@cptgroup.com

EXHIBIT E

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF CALIFORNIA

3
4 Sharon Oliveira; and Ingrid Leeman,
5 individually, and on behalf of themselves
6 and all others similarly situated,

7 Plaintiffs,

8 v.

9 AMN Healthcare Language Services,
10 Inc., a Delaware corporation; and DOES 1
11 through 10, inclusive,

12 Defendants.

Case No. 3:22-cv-0003- LL (WVG)

**CONSENT TO JOIN FLSA
AND/OR OHIO COLLECTIVE
FOR SETTLEMENT PURPOSES**

Judge: Hon. Linda Lopez
Courtroom: 2B (2nd Flr.) / 2140

Magistrate Judge: Hon. William V. Gallo
Courtroom: Suite 2125

Trial Date: Not Set

Initial Complaint: 01/03/2022

First Amended Complaint: 03/09/2022

Second Amended Complaint: 06/27/2022

Third Amended Complaint: 08/02/2022

Fourth Amended Complaint: 09/22/2022

13
14 **CONSENT TO JOIN FLSA AND/OR OHIO COLLECTIVE FOR**
15 **SETTLEMENT PURPOSES**

16
17 ***THIS FORM MUST BE RETURNED VIA MAIL OR ELECTRONICALLY BY***
18 ***[REDACTED], 2023 OR YOU WILL NOT BE A PART OF THE FLSA SETTLEMENT OR***
19 ***THE OHIO SETTLEMENT IN THIS ACTION.***

20
21 I consent to join the collective action lawsuit entitled *Sharon Oliveira and*
22 *Ingrid Leeman v. AMN Healthcare Language Services, Inc.*, pending in the United
23 States District Court, Southern District of California, Case No. 22-cv-00003-LL-
24 WVG and to be an Opt-In Plaintiff in the case against Defendant, AMN Healthcare
25 Language Services, Inc. (“Defendant”) for settlement purposes. I am currently and/or
26 have been employed as an interpreter for Defendant or its predecessor companies, and
27 I consent and agree to join this action to pursue my portion of the settlement of claims

28 {03445852; 1}

-1-

Case No. 3:22-cv-0003- LL (WVG)

CONSENT TO JOIN FLSA AND/OR OHIO COLLECTIVE FOR SETTLEMENT
PURPOSES

1 to recover unpaid wages, liquidated damages and interest in connection with the
2 above-referenced lawsuit arising out of my employment.

3 I hereby give my consent to become a plaintiff for settlement purposes based
4 upon the following laws [**select one or both** by checking the applicable box(es)]:

- 5 ☐ The federal Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”);
6 ☐ The Ohio Minimum Fair Wage Standards Act, O.R.C. § 4111.01, *et seq.*
7 (“OMFWSA”).

8 I understand that this lawsuit is brought under the FLSA and the OMFWSA,
9 among other laws. I hereby consent, agree, and “opt in” to become a plaintiff herein
10 for settlement purposes and to be bound by the settlement of the FLSA and/or
11 OMFWSA portions of this action (as I identified by checking the applicable box(es)
12 above). I hereby designate the named plaintiffs, Sharon Oliveira and Ingrid Leeman,
13 and Plaintiffs’ counsel (Kabateck LLP, Simon Law Co., and Fradin Law) to represent
14 me for this purpose.

15 I understand that the Settlement Agreement is subject to approval by the Court.
16 If the Settlement Agreement does not go into effect, the FLSA and Ohio Collectives
17 agreed upon for purposes of the Settlement will no longer be certified, meaning this
18 consent will be of no effect and I will no longer be a part of the lawsuit unless I take
19 other affirmative action to become a part of it.

20
21 *[continued on next page]*
22
23
24
25
26
27

1 By signing below, I verify that I have read and understood the Court-
2 Authorized Notice of Settlement in this case and that by checking the box(es) above to
3 opt-in to the FLSA and/or Ohio Settlement Collective(s), I am agreeing to bound by
4 the terms of the Settlement Agreement and the release of my FLSA and/or Ohio
5 claims (based on the boxes checked above) as described in the Notice of Settlement.

6
7 Name: _____

8
9 Address: _____

10 Number/Street

11
12 _____
13 City, State & Zip Code

14
15 E-Mail: _____

16
17 Telephone: _____

18
19 Signature: _____ Dated: _____

20
21 ***Please submit electronically or return in the accompanying postage pre-paid***
22 ***envelope to:***

23 Timothy N. Phillips Jr.
24 CPT Group Inc.
25 50 Corporate Park,
26 Irvine, CA 92606
27 Phone: (818) 415-2703
28 Fax: (949) 428-1074
Email: Tim@cptgroup.com