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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CATHRYN-LUCY PRICE and MICHELLE
PONO, on behalf of herself and all others
similarly situated,

Plaintiffs,

vs.

AMN HEALTHCARE, INC.; AMN
SERVICES, LLC, and DOES 1-100,
inclusive,

Defendants.

Case No.: 37-2018-00017996-CU-OE-CTL

CLASS and REPRESENTATIVE ACTION

**DECLARATION OF MATTHEW S.
DA VEGA IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Assigned For All Purposes to the Honorable
Gregory W. Pollack (Dept. C-71)

Date: March 24, 2023

Time: 9:30 a.m.

Location: Dept. C-71 (Hon. Gregory W.
Pollack)

1 I, Matthew S. Da Vega, hereby declare as follows:

2 1. I make this Declaration based on personal knowledge. If called and sworn as a
3 witness, I would testify competently as to the facts in this Declaration.

4 2. I am an attorney admitted to practice law in the State of California.

5 3. I am a named Partner at Da Vega Fisher Mechtenberg, LLP (“DFM LLP”).

6 4. DFM LLP is lead and only counsel for the Plaintiffs in this Lawsuit. (“Class
7 Counsel.”)

8 5. I have been intimately involved in all aspects of this dispute and the resulting
9 settlement. I make this declaration in support of Plaintiff’s Motion for Preliminary Approval of
10 Class Settlement.

11 **I. SETTLEMENT AGREEMENT**

12 6. Attached hereto are a true and correct copy of the **following exhibits**:

13 **Exhibit A:** [Proposed] Notice of Class Action Settlement;

14 **Exhibit B:** Stipulation of Settlement and Release (“Settlement Agreement”)
15 executed between the Parties;

16 **Exhibit C:** Proof of PAGA submission regarding Fourth Amended Complaint w
17 PAGA Cause of Action and PAGA Submission of Proposed Class
18 and PAGA Settlement.

19 **II. LEAD COUNSEL BACKGROUND**

20 7. I am a graduate of the University of California, Santa Barbara (1993) and the
21 University of San Francisco School of Law (1997). I became a member of the State Bar of
22 California in 1998. After passing the bar I started working in private practice as a Plaintiff’s
23 attorney. During my entire career I have always practiced as a Plaintiff’s lawyer representing
24 individuals or groups of individuals, specializing in employment, personal injury, mass torts, and
25 product defect matters. I have done so now for approximately 23 years. I first worked for
26 Brayton & Purcell in Novato, CA representing individuals injured from exposure to asbestos and
27 other toxins. I then worked for Lieff Cabraser Heimann & Bernstein in San Francisco
28 representing individuals in mass torts, product defect, and employment matters both individually

1 and in class actions, including wage and hour class claims. I then worked for the firm of Cappello
2 & Noel in Santa Barbara, again representing plaintiffs in individual and class actions, including
3 employment claims, lender liability, and antitrust matters. A case of particular note that I
4 performed a substantial amount of work on was the Unruh Civil Rights Act class action trial case
5 of *Jones, et. al. v. Wells Fargo Bank* (Los Angeles Superior Court, Case No. BC337821, March
6 23, 2011) in which the jury determined that Wells Fargo discriminated based on race, with respect
7 to 880 home loans for a total award to the class of \$3.52M. The Court also awarded nearly \$15M
8 in attorney's fees.

9 8. In 2012 I then started my own Plaintiff's firm, Da Vega Fisher Mechtenberg LLP
10 with partners, Matthew Fisher (UC Berkeley undergrad and USC School of Law) and Ted
11 Mechtenberg (Notre Dame undergrad and Washington University School of Law, St. Louis),
12 whom each have over 15 years of experience practicing law. We are experienced counsel in
13 matters such as this and have recently settled similar matters as lead counsel - *Salvatierra v.*
14 *Intuitive Surgical, Inc.*, Santa Clara County Superior Court, Case No. 2014-1-CV-272069 (2016)
15 (\$4.6M gross settlement for class of 208 misclassified class member employees for unpaid
16 overtime wages); *Gibbins/Leal v. Hismeh Enterprises, Inc.*, Ventura County Superior Court, Case
17 No. 56-2015-00468352 (2017) (\$1M gross settlement for class of 4000+ delivery driver members
18 reimbursements); *Sena v. Facebook, Inc.*, San Mateo County Superior Court, Case No. 16-CIV-
19 00496 (2018) (\$4.25M gross settlement for class of 952 class member employees for unpaid
20 overtime wages); *Fregoso v. Eat Club, Inc.*, Santa Clara County Superior Court, Case No. 18-CV-
21 330433 (2021) (\$900K gross settlement for class of 1815 class member employees for unpaid
22 overtime wages); *Magpiong v. CareLinx, Inc.*, San Mateo County Superior Court, Case No. 21-
23 CIV-03038 (2022)(\$1.9M gross settlement for a class of 2058 Nurses for under-paid overtime
24 wages and misclassification as independent contractors).

25 **III. PROCEDURAL HISTORY**

26 9. **April 11, 2018 (Original Class Action Complaint Filed):** Plaintiff filed and
27 served her original class action complaint. Plaintiff's complaint alleged 7 causes of action,
28 including: Failure to Pay Overtime Wages; Failure to Pay Minimum Wage; Failure to Provide

1 Meal Breaks; Failure to Provide Rest Breaks; Failure to Furnish Timely/Accurate Wage
2 Statements; Failure to Pay All Wages Due at Discharge in Timely Manner; Unlawful Business
3 Practices.

4 10. **May 10, 2018 (First Amended Complaint Filed):** Plaintiff filed a FAC
5 correcting the names of the Defendants to AMN Healthcare, Inc.. and AMN Services, LLC.

6 11. **June 25, 2018 (Defendants Answered the FAC):** Defendants' filed and served
7 their answer to the FAC.

8 12. **September 6, 2018 (*Belaire* Stipulation):** The Parties submitted a stipulation to
9 the Court re providing *Belaire* notice to Credentialing Analyst class members regarding disclosure
10 of their contact information to Plaintiff's counsel.

11 13. **September 12, 2018 (Order re *Belaire* Notice #1):** The court approved the
12 stipulation and order the parties comply with procedures in the stipulation re *Belaire* Notice.

13 14. **October 12, 2018 (*Belaire* Notice #1 - Credentialing Analysts):** *Belaire* notice
14 was mailed by the class administrator to the Credentialing Analysts Class members per the
15 previous stipulation and order.

16 15. **January 7, 2019 (Stipulation and Proposed Order re Leave to File/Serve**
17 **Second Amended Complaint):** The Parties filed a joint stipulation for Plaintiff filing/serving a
18 Second Amended Complaint ("SAC") with the addition of a second class representative, Michelle
19 Pono, and additional class claims/allegations related to a separate class/sub-class of "Customer
20 Account Managers", and updated the definition of the class to include Customer Account
21 Managers.

22 16. **January 10, 2019 (Order re SAC):** The Court ordered the SAC be deemed filed
23 and served as of the date of its order on January 10, 2019.

24 17. **January 28, 2019 (Case Reassigned to Judge Gregory W. Pollack):** The case
25 was reassigned to San Diego County Superior Court Judge Gregory W. Pollack (Dept. C-71).

26 18. **March 4, 2019 (Protective Order):** The Parties entered into a protective order.
27
28

1 19. **March 25, 2019 (*Belaire* Notice #2 – Customer Account Managers - Mailing**
2 **Completed):** The mailing of *Belaire* notice to the putative Customer Account Manager class
3 members was completed.

4 20. **October 1, 2019 (Agreement to Mediate):** The Parties agreed to mediate the
5 matter with Hon. Ron Sabraw (Ret.) of JAMS.

6 21. **January 15, 2020 (Class Action Mediation):** The Parties participated in the
7 scheduled mediation at JAMS San Jose with Hon. Ron Sabraw (Ret.). While the mediation was
8 unsuccessful the Parties continued to negotiate post-mediation regarding potential settlement.
9 These negotiations continued off and on over the next two years during active discovery and
10 litigation.

11 22. **January 16, 2020 to April 2021 (Continued Discovery):** The Parties continued
12 to engage in active discovery and litigation including various depositions, interviews and
13 production of declarations from witnesses re Plaintiffs' claims, document requests, discovery
14 disputes, case management conferences, etc.

15 23. **April 5, 2021 (Donohue matter Remitted to San Diego County Superior**
16 **Court):** The *Donohue v. AMN Services, LLC* matter (San Diego County Superior Court, Case No.
17 37-2014-00012605-CU-OE-CTL) was remitted to the Superior Court and Department C-66 (Hon.
18 Kenneth J. Medel) for further proceedings. In October 2015, the *Donohue* matter had been
19 certified as a class action prior to a summary judgment issue related to the issue of meal period
20 "rounding" went up on appeal to the California Supreme Court.

21 24. **June 17, 2021 (Notice of Related Case of *Donohue v. AMN Services, LLC* filed**
22 **by Plaintiffs):** Plaintiff filed a notice of the related cases in both the *Price* court and the
23 *Donohue* court. The *Donohue* matter is/was a pending class action in San Diego County Superior
24 Court alleging a class of all nonexempt California based "Recruiters" (i.e. "Recruiter-in-training,"
25 "Recruiter," "Senior Recruiter," and "Recruiting Consultant") who were employed by AMN and
26 subject to alleged illegal wage and hour violations including failure to pay overtime wages,
27 rounding of time entries, meal and rest break violations, wage statement violations, etc.
28

1 25. **June 24, 2021 (Stipulation and Proposed Order re Filing of Third Amended**
2 **Complaint [TAC]):** After weeks of discussion and final agreement the Plaintiffs filed/served a
3 Stipulation and Proposed Order re filing of TAC to include additional facts and legal claims
4 related to Defendant AMN's former use of the "Team Time" timekeeping system during the
5 alleged class period.

6 26. **June 25, 2021 (Defendant File Opposition to Notice of Related Case):** AMN
7 filed/served an opposition to notice of related cases with *Donohue v. AMN Services, LLC*.

8 27. **July 2021 (Continued Scheduling of Witness and Employee Depositions):** The
9 Parties continued to schedule and negotiate dates and times of depositions of various employees
10 and third party witnesses.

11 28. **July 26, 2021 (Defendant Answers Third Amended Complaint [TAC]):**
12 Defendant filed its answer to the TAC. The Parties continued to discuss and schedule depositions
13 and meet and confer regarding response to requests for documents (set four) and the later
14 document production.

15 29. **August 2021 to March 28, 2022 (Continued Discovery and Depositions):** The
16 Parties continued to litigate the matter, engage in discovery, and take depositions of various
17 employees/witnesses.

18 30. **March 29, 2022 (Continued Negotiations re Settlement):** The Parties agreed to
19 informally stay discovery and further depositions while they engaged in further settlement
20 discussions under continued mediation privileges and California Evidence Code § 1119 including
21 the production of updated class data/information to help facilitate settlement discussions and
22 Plaintiff's expert damage analysis. That data took several month to gather and produce to
23 Plaintiffs.

24 31. **June 7, 2022 to August 4, 2022 (Defendant Produced Updated Class Data ISO**
25 **Settlement Negotiations):** Defendant produced the updated data regarding the putative class
26 members to facilitate settlement discussions.

27 32. **August 12, 2022 to November 10, 2022 (Continued Negotiations re Class**
28 **Settlement):** After Plaintiff's expert analysis of the updated class data the Parties continued

1 settlement negotiations. After several months of negotiations the Parties finally agreed upon the
2 terms reflected in the proposed Settlement Agreement now before the Court.

3 **IV. CASE INVESTIGATION, DISCOVERY, NEGOTIATIONS and MEDIATION**

4 33. The Parties vigorously investigated and debated the claims asserted against
5 Defendants. Plaintiff's Counsel began their investigation into the claims long before the case was
6 filed. Plaintiff's Counsel interviewed and obtained discovery/documents from various current and
7 former employees regarding their experiences working for Defendant. After the Lawsuit was
8 initiated, the Parties' Counsel engaged in years of discovery, litigation, data production,
9 discussions and negotiations before reaching this Settlement. Early in the litigation process the
10 Parties' Counsel began having regular discussions regarding the claims, discovery, production of
11 data, and the possibility of a mediation and settlement and after over 4 years of litigation came to
12 a proposed settlement.

13 **A. The Parties' Dispute the Merits of the Case**

14 34. Throughout the litigation, Defendants have denied Plaintiffs' allegations, and
15 further have denied the case is appropriate for class certification. Further, in addition to generally
16 denying the allegations, Defendants have contended that the putative Class Members are/were
17 paid correctly for all hours worked, provided minimum wage for said hours, provided duty-free
18 meal/rest periods, provided compliant wage statements, and were paid correctly upon separation.
19 On the other hand, Plaintiffs allege that the Class Members were subject to the same policy and
20 practice promulgated by Defendants throughout the Class Period/Covered Period including not
21 being paid overtime wages correctly, not provided duty-free meal/rest periods, not provided
22 compliant wage statements and not paid all wages upon separation. As part of the investigation
23 into the claims, Class Counsel interviewed and deposed numerous current and former employees
24 and reviewed various documents, policies, and handbooks related to Class Member employees
25 work for Defendants. This investigation was crucial to the Parties' dispute over both the merits of
26 the case, as well as with respect to the appropriate scope of the Class.

27 **B. Document and Data Discovery and Expert Analysis**

1 35. Plaintiffs and Defendants informally exchanged extensive documents and multiple
2 data points/sets of data for the class (i.e. data for all class members of class period including job
3 titles, wages (salaries and bonuses), wage rates, weeks/shifts worked, start/end dates, hours
4 worked, etc.) which at the time of filing includes approximately **525 Class Members**. Plaintiff
5 retained experts Desmond, Marcello & Amster - Valuation and Litigation Consultants
6 (www.dmavalue.com) ("Plaintiff's Expert"), to examine the data produced for mediation and
7 then again for class data produced post mediation for settlement discussions. Based on analysis of
8 the data, Plaintiffs made various assessments of the data, unpaid overtime hours/wages, correct
9 pay rates, minimum wage violations, meal/rest period violations, interest, penalties, and calculated
10 the potential damages. Further, Plaintiff's Counsel provided Defendant with Plaintiffs' position as
11 to those calculation of damages at mediation. Those expert calculations estimated Defendants'
12 potential maximum liability if the two classes were certified and all the Plaintiffs' assumptions
13 were proven true at trial:

- 14 (1) Unpaid overtime wages (Credentialing Analysts [CAs]) = \$2.5 million;
- 15 (2) Interest on those unpaid overtime wages (CAs) = \$1.1 million;
- 16 (3) Meal/Rest Period Premiums (CAs) = \$2.1 million
- 17 (4) Penalties (waiting time, wage stmt, min wage, PAGA, etc. [CAs]) = \$ 8.5 million
- 18 (5) Unpaid overtime wages (Customer Account Managers [CAMs]) = \$1.5 million;
- 19 (6) Interest on those unpaid overtime wages (CAMs) = \$704 thousand;
- 20 (7) Meal/Rest Period Premiums (CAMs) = \$1.2 million
- 21 (8) Penalties (waiting time, wage stmt, min wage, PAGA, etc. [CAMs]) = \$ 4.6 Million

22 The average hourly rate of the 525 putative Class Members was approximately \$21/hr. If
23 you take the Estimated Net Settlement Amount (\$270,250) divided by 525 Settlement Class
24 Members then the average gross payment per Settlement Class Member will be \$514.76 (pre-tax).
25 Further, each PAGA Class Member will receive the average and additional amount of \$28.57 in a
26 PAGA Payment (\$15,000 PAGA Group Amount divided by 525 PAGA Group Members =
27 \$28.57).
28

1 **C. Mediation and Settlement**

2 36. On January 15, 2020 the Parties engaged in a full day of mediation with the
3 experienced JAMS employment and class action mediator Hon. Ron Sabraw (Ret.) After
4 exchanging data, documents, and other evidence the Parties met for a full-day mediation in person
5 with Plaintiffs, Plaintiff's counsel, and Defendants' counsel and representatives. The mediation
6 was unsuccessful but settlement negotiations and discussions continued. After years of litigation
7 the Parties engaged in further settlement discussions in earnest in March of 2022. The Parties
8 agreed to informally stay discovery and further depositions while they engaged in further
9 settlement discussions under continued mediation privileges and California Evidence Code § 1119
10 including the production of updated class data/information to help facilitate settlement discussions
11 and Plaintiff's expert damage analysis. That data took several months to gather and produce to
12 Plaintiffs. After Plaintiff's expert analysis of the updated class data the Parties continued
13 settlement negotiations. On approximately November 10, 2022, after several months of
14 negotiations the Parties finally agreed upon the terms reflected in the proposed Settlement
15 Agreement now before the Court. The Parties ultimately executed a confidential memorandum of
16 understanding ("MOU"), which included settlement of the class and PAGA claims for the
17 Maximum Settlement Amount of **\$600,000 (Six Hundred Thousand Dollars)**, subject to Court
18 approval. The Parties then later finalized the terms of the settlement in a long form Stipulation of
19 Settlement and Release (the "Settlement Agreement").

20 **V. CLASS REPRESENTATIVES' SERVICE TO THE CLASS**

21 37. Plaintiffs were the driving force behind this class action. Plaintiffs played a critical
22 role in retaining Matthew Da Vega and Matthew Fisher of Da Vega Fisher Mechtenberg LLP and
23 providing information regarding his legal claims to make them successful. Plaintiffs have/had
24 years experience as a Credentialing Analyst and Customer Account Manager and knew other
25 putative class members that in turn provided additional information in support of the legal claims.
26 With their help Plaintiff's counsel was able to gather additional evidence, and contact additional
27 putative class members. Together, the Plaintiffs worked dozens of hours to help Plaintiff's
28 counsel, sacrificing their personal time and reputation to make the case successful.

1 38. In fact Plaintiff's counsel spoke to numerous other witnesses who were afraid to
2 participate in litigation for fear that it might result in damage to their careers. Plaintiffs and
3 witnesses feared that by initiating or participating a class action lawsuit might risk their future job
4 opportunities. Despite this Plaintiffs stepped up and worked diligently in support of the case.
5 Plaintiffs have had numerous meetings and telephone conversations with Class Counsel to aid in
6 the initial investigation, factual development, mediation, depositions, and resolution of this case.
7 They also reached out to and communicated with other Class Member employees about their work
8 for Defendants, and encouraged by Plaintiffs, other Class Member employees contacted Class
9 Counsel to provide information and declarations about their time at Defendants. In sum, the
10 Settlement could never have been achieved without Plaintiffs' service on behalf of the Class.

11 **VI. KEY TERMS OF THE SETTLEMENT**

12 39. The Settlement provides for a significant settlement payment to each Class
13 Member. In exchange, Class Members will release claims, which were asserted or could have
14 been asserted in the Lawsuit based on the facts alleged in support of the class and PAGA claims.

15 **A. Definition of the Class**

16 Under the Settlement Agreement, the "Class" is defined as follows:

17 The "Class":

18 "All current and former California based non-exempt employees who
19 worked for AMN as Credentialing Analysts from April 11, 2014 through
20 the date that the Court issues its order granting preliminary approval of the
21 settlement. ("Approval Date") and/or Customer Account Managers
22 ("CAMs") from January 8, 2015 through the Approval Date (the "Class")" (Settlement
23 Agreement §2.A.)

22 "Class Periods" or "Covered Periods" refers to the period of time from April 11, 2014
23 through the Approval Date for the Credentialing Analysts sub-class and from January 8,
24 2015 through the Approval Date for the CAMs sub-class." (Settlement Agreement §2.A.)

24 "Settlement Class Members" is defined to mean those Class Members who have not
25 "opted out" of the Class Settlement by submitting a timely and valid Request for
26 Exclusion. (Settlement Agreement §2.A.)

26 **B. \$600,000 Maximum Settlement Amount**

27 40. The Settlement provides for Defendant to make a maximum payment of **\$600,000**
28 **(Six Hundred Thousand Dollars)** in settlement of all class and PAGA claims in the case,

1 including the Class Counsel Award, all Settlement Administration Costs, the PAGA Penalties
2 amount, all settlement payments to Settlement Class Members and PAGA Group Members, and
3 the Class Representatives Enhancement Payments. (the “Maximum Settlement Amount”)
4 (Settlement Agreement § 6.A. - E.)

5 41. The “Individual Settlement Payment” amounts to the Settlement Class Members
6 and PAGA Group Members will be based on the approximate number of Workweeks each
7 Settlement Class Member and/or PAGA Group Member worked during the Class Period/Covered
8 Period. The Settlement Administrator will determine the total number of Workweeks worked by
9 all Class Members during the Class Period/Covered Period and then divide that Net Settlement
10 Amount and/or PAGA Group Amount by taking the Net Settlement Amount (for Settlement Class
11 Members) and PAGA Group Amount (for PAGA Group Members) and apportioning to each
12 Settlement Class Member/PAGA Group Member, based on their proportionate number of Weeks
13 Worked, by multiplying the Net Settlement Amount and PAGA Group Amount by a fraction, the
14 numerator of which is the Settlement Class Member’s/PAGA Group Member’s individual total
15 Weeks Worked, and the denominator of which is the total number of Weeks Worked of all
16 Settlement Class Members/PAGA Group Members. Thirty-three percent (33%) of each
17 Individual Settlement Payment shall be considered wages (“Wages Portion”) and subject to
18 reduction for all applicable employee’s and employer’s share of payroll contributions and
19 withholdings, which shall be reported by the Settlement Administrator on an IRS Form W-2.
20 Thirty-three percent (33%) of each Individual Settlement Payment shall be allocated as penalties
21 and other non-wage damages and thirty-four percent (34%) of each Individual Settlement
22 Payment shall be allocated as interest (collectively, “Non-Wages Portion”), which shall be
23 reported by the Settlement Administrator on an IRS Form 1099. The PAGA Group Payments shall
24 be reported by the Settlement Administrator on an IRS Form 1099. (Settlement Agreement § 10.A.
25 - C.)

26 42. The portion of the Net Settlement Amount allocated to the Class shall be all-in and
27 settlement checks will be sent to all Settlement Class Members. Any settlement checks not cashed
28 after 120 days from the date of the class-wide distribution shall be void, and the Settlement

1 Administrator shall, as soon as practicable, redistribute such remaining funds pro-rata to
2 Settlement Class Members who have cashed their original checks sent during the initial
3 distribution in a second distribution. If after the second distribution there remains any uncashed
4 monies the Settlement Administrator will send it to the California State Controller's Unclaimed
5 Property Division in accordance with California Unclaimed Property Laws. (Settlement
6 Agreement §10.A. - C.)

7 **C. Released Claims**

8 43. *Released Claims:* Under the terms of the Settlement Agreement, upon Final
9 Approval by the Court, and subject to Defendants' deposit of the Maximum Settlement Amount
10 with the Settlement Administrator, Plaintiffs and each Settlement Class Member shall be bound by
11 the Settlement, and, at the same time, will have released the Released Parties from the Released
12 Claims. The "Released Claims" with respect to the "Released Parties" (defined below) are,
13 "Plaintiffs and Settlement Class Members will release the Released Parties from any and all wage-
14 and-hour claims, rights, demands, liabilities and causes of action of every nature and description,
15 whether known or unknown, that arise out of or are reasonably related to the allegations in the
16 operative complaint including unpaid wages, overtime premium pay, meal and rest period penalty
17 pay, failure to reimburse business expenses, and statutory or civil penalties arising during the
18 period (1) for the Credentialing Analysts from April 11, 2014 through the date on which the Court
19 grants preliminary approval of the Settlement and (2) for the CAMs from January 8, 2015 through
20 the date on which the Court grants preliminary approval of the Settlement (collectively, "Class
21 Members' Released Period"). The claims released by the Class Members include, but are not
22 limited to, statutory, constitutional, contractual or common law claims for wages, damages,
23 unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation
24 costs, restitution, or equitable relief, for the following categories of allegations: (a) all claims for
25 failure to pay wages for hours worked, including overtime premium pay; (b) all claims for failure
26 to pay the minimum wage in accordance with applicable law; (c) all claims for the failure to
27 provide meal and/or rest periods in accordance with applicable law, including payments of
28 premiums for missed meal and/or rest periods and alleged non-payment of wages for meal periods

1 worked and not taken; and (d) any and all claims for recordkeeping or pay stub violations, waiting
2 time penalties and all other civil and statutory penalties, including those recoverable under PAGA,
3 assuming the Court’s approval of the PAGA Group Settlement (“Class Members’ Released
4 Claims”). The Class Members’ Released Claims include all those recited in the operative
5 complaint as well as all claims that reasonably relate to the allegations in the operative complaint
6 that could have been brought under the Fair Labor Standards Act that arose during the Class
7 Members’ Released Period. The Class Members’ Released Claims include without limitation
8 claims meeting the above definition(s) under any and all applicable statutes, including without
9 limitation the California Payment of Wages Law, and in particular, California Labor Code §§ 201,
10 202, 203, 204, 206, 210, 216, 218.5, 218.6, 226, 226.3, 226.7, California Working Hours Law,
11 including California Labor Code §§ 510, 512, 558; California Labor Code §§ 1174, 1174.5,
12 1182.11, 1182.12, 1194, 1194.2, 1194.3, 1194.5, 1197, 1197.1, 1198, 1199; the California Unfair
13 Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 et seq.; the PAGA,
14 California Labor Code §§ 2698 et. seq.; California Code of Civil Procedure § 1021.5; California
15 Civil Code § 3287; California Industrial Wage Order Nos. 4, 5, and 15, and any other provision of
16 the California Labor Code or any applicable California Industrial Welfare Commission Wage
17 Orders, in all of their iterations, and the Fair Labor Standards Act, 29 U.S.C. § 201 et. seq. (the
18 “Released Claims”).” (Settlement Agreement §3.)

19 44. *Released Parties:* The term “Class Members’ Released Parties” means,
20 “Defendants, and all of its former and present parents, subsidiaries, and affiliates, and their current
21 and former officers, directors, employees, partners, shareholders and agents, and the predecessors
22 and successors, assigns, and legal representatives of all such entities and individuals (collectively,
23 the “Class Members’ Released Parties”)” (Settlement Agreement §3). The Settlement Agreement
24 also provides Defendant with a general release from named Plaintiffs/Class Representatives,
25 including a Civil Code § 1542 waiver. (Settlement Agreement § 4.)

26 **D. Attorneys’ Fees and Incurred Expenses**

27 45. Under the terms of the Settlement Agreement, Class Counsel will move for
28 reasonable attorney’s fees, not exceeding one-third or **\$200,000 (Two Hundred Thousand**

1 **Dollars)** of the Maximum Settlement Amount (\$600,000). (Settlement Agreement §§ 6.C.(3);
2 11). Class Counsel will also seek reimbursement of reasonable expenses incurred by Class
3 Counsel in connection with the Lawsuit, not exceeding **\$40,000 (Forty Thousand Dollars)**. (*Id.*)
4 The Court need not rule on Class Counsel's fees and expenses now; a formal application will be
5 filed prior to and to be heard at the same date and time as the Final Approval Hearing. As will be
6 explained in detail in the application, the requested fees and costs are eminently reasonable
7 considering the amount of time and expenses incurred by Class Counsel in this case. In that
8 application for fees and costs Class Counsel will provide a lodestar cross check and itemization of
9 costs so that the court can see the requests are reasonable.

10 **E. PAGA Penalties, LWDA Payment, and Settlement Administrator Costs**

11 46. **\$60,000 (Sixty Thousand Dollars)** of the Maximum Settlement Amount is
12 allocated to be paid for the resolution of potential PAGA claims (the "PAGA Penalties").
13 (Settlement Agreement §§ 6.C.(4); 10.C.) Pursuant to PAGA, 75% of that amount, **\$45,000**
14 **(Forty Five Thousand Dollars)**, is to be paid to the California Labor and Workforce
15 Development Agency (the "LWDA Payment") and 25% to the PAGA Group, **\$15,000 (Fifteen**
16 **Thousand Dollars)**, (the "PAGA Group Amount"). (*Id.*). Prior to the Final Approval/Fairness
17 Hearing, Class Counsel will apply to the Court for payment from the Maximum Settlement
18 Amount to compensate the Settlement Administrator, Phoenix Settlement Administrators, for fees
19 and costs associated with the administration of the settlement (not to exceed **\$9,750 [Nine**
20 **Thousand Seven Hundred and Fifty Dollars]**)(the "Settlement Administration Costs").
21 (Settlement Agreement §§ 6.C.; 13)

22 **F. Class Representatives Enhancement Payments**

23 47. Pursuant to the terms of the Settlement Agreement, Class Counsel will seek
24 Enhancement Payments of \$10,000 (Ten Thousand Dollars) for each of the the two Class
25 Representative for a total of **\$20,000 (Twenty Thousand Dollars)**. (Settlement Agreement §§
26 6.C.(2); 12) The Court need not rule on the Class Representative Enhancement Payments now; a
27 formal application will be filed prior to the Final Approval/Fairness Hearing. As will be explained
28 in detail in the application, the requested Enhancement Payments are reasonable and justified

1 based on the significant time, effort and risks the Class Representatives incurred in bringing this
2 case on behalf of the Class, as well as the substantial benefits the resulting Settlement provides the
3 Class. The proposed Class Representative Enhancement Payment represents only .03% of the
4 total Maximum Settlement Amount and will not significantly reduce the awards of the Class
5 Members. Public policy strongly supports service awards to plaintiffs in employment class
6 actions, and they are routinely granted by courts in this state and around the country. Such awards
7 compensate plaintiffs for the efforts and risks they have undertaken on behalf of the Class, without
8 which no settlement would be possible. And, they provide an incentive for other employees to
9 bring cases that vindicate the public interest in the lawful payment of wages.

10 **VII. CONCLUSION**

11 48. Based on my extensive experience in this type of litigation and thorough familiarity
12 with the factual and legal issues in this case, I have reached the firm conclusion that the proposed
13 Settlement is an excellent result for the Class and is in the Class Members' best interest.

14 I declare under penalty of perjury under the laws of the State of California that the
15 foregoing is true and correct.

16
17 **DATED:** March 2, 2023

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Price v. AMN
San Diego County Superior Court
Case No. 37-2018-00017996-CU-OE-CTL

EXHIBIT A
(CLASS NOTICE)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

**CATHRYN-LUCY PRICE and MICHELLE PONO, on
behalf of herself and all others similarly situated,**

Plaintiffs,

v.

**AMN HEALTHCARE, INC.; AMN SERVICES, LLC,
and DOES 1-100, inclusive,**

Defendants.

Case No. 37-2018-00017996-CU-OE-CTL

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: All current and former California based non-exempt employees who worked for AMN as Credentialing Analysts from April 11, 2014 through the date that the Court issues its order granting preliminary approval of the settlement. ("Approval Date") and/or Customer Account Managers ("CAMs") from January 8, 2015 through the Approval Date (the "Class")

**IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT
WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.**

A settlement ("Settlement") has been proposed in a class action lawsuit pending in San Diego County Superior Court ("Court") titled *Price v. AMN Healthcare, Inc.*, Case No. 37-2018-00017996-CU-OE-CTL (the "Action"). If the Court gives final approval to the Settlement, AMN Healthcare, Inc. and AMN Services, LLC, (collectively "Defendants" or "AMN"), will provide each Settlement Class Member a payment as set forth in this notice. Here is a summary of your rights and options; they are described in more detail later in this document. If you have any questions, please contact *Price v. AMN*, c/o **Settlement Administrator Name, Address, Phone Number.**

Your Estimated Settlement Payment is \$<<estAmount>> based on the <<Workweeks>> Workweeks you worked during the Class Period, as shown in Defendants' records.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

GET A PAYMENT	If you do nothing, you will automatically receive a payment if the Settlement is finally approved by the Court.	N/A
SUBMIT A WORKWEEK DISPUTE	If you believe that the number of Workweeks with which you have been credited is incorrect, you must submit a Work Weeks Dispute to the Settlement Administrator. Detailed instructions for this option are set forth in Section 10 below.	Deadline: Date of Response Deadline - 45 days post mailing
EXCLUDE YOURSELF	If you wish to exclude yourself from the Settlement, you must submit to the Settlement Administrator a valid Request for Exclusion. If you exclude yourself from the Settlement, you will not receive a payment under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own claims or lawsuit against Defendants regarding the allegations in the Action. Detailed instructions for this option are set forth in Section 17 below.	Deadline: Date of Response Deadline - 45 days post mailing
OBJECT	If you wish to object to the Settlement, you must submit your objections to the Settlement Administrator. Submitting an objection does not exclude you from the Settlement. Detailed instructions for this option are set forth in Section 18 below.	Deadline: Date of Response Deadline - 45 days post mailing
APPEAR AT THE "FINAL APPROVAL HEARING"	The Court will hold a "Final Approval Hearing" to consider the Settlement, the request for attorneys' fees and costs by counsel representing the Class in the Action, and the Representative Plaintiffs' requests for service/enhancement awards for bringing the Action. You may, but are not required to, speak at the	Hearing Date: _____, 2023 at _____ AM/ PM

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

	Final Approval Hearing about any objection to the Settlement that you submitted. If you intend to speak at the Final Approval Hearing, we ask that you also provide to the Settlement Administrator a "Notice of Intention to Appear" indicating your intent to do so. Instructions for this option are set forth in Section 18 below.	
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The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

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BACKGROUND INFORMATION**1. Why did I get this notice?**

You received this Notice because a Settlement has been reached in this Action. According to Defendants' available records, you are a member of the Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice), see Section 23 below.

2. What is this lawsuit about?

Plaintiffs Cathryn-Lucy Price and Michelle Pono (the "Plaintiffs" or "Representative Plaintiffs") filed a lawsuit against Defendants AMN Healthcare, Inc. and AMN Services, LLC (collectively, "AMN" or "Defendants") on behalf of themselves and all others similarly situated. The lawsuit alleges that Defendants violated California law by, among other things, failing to pay all overtime wages, failing to pay minimum wage, failing to provide duty-free meal/rest periods, failing to provide timely/accurate wage statements, failing to pay all wages due at separation, failing to reimburse necessary business expenses, and unfair business practices. The lawsuit also asserts claims under the California Private Attorneys General Act of 2004, Labor Code section 2698, et seq. ("PAGA").

Defendants deny each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Defendants further deny that any Class Member is entitled to any relief and, other than for Settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Plaintiffs' claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 23 below.

3. Why is this a class action?

In a class action lawsuit, one or more people called "Plaintiffs" (in this case Cathryn-Lucy Price and Michelle Pono) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued (in this case AMN) is called the Defendant.

4. Why is there a Settlement?

The Plaintiff has made claims against Defendants. Defendants deny that they have done anything wrong or illegal and admit no liability. **The Court has not decided that the Plaintiffs or the Defendants should win this Action. Instead, both sides agreed to a Settlement.** That way, they avoid the cost of a trial, and the Class Members will receive payment sooner rather than years from now, if at all.

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a Class Member for purposes of the proposed Settlement: "All current and former California based non-exempt employees who worked for AMN as Credentialing Analysts from April 11, 2014 through the date that the Court issues its order granting preliminary approval of the settlement. ("Approval Date") and/or Customer Account Managers ("CAMs") from January 8, 2015 through the Approval Date (the "Class")."

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can write to the Settlement Administrator for free help. The address of the Settlement Administrator is: *Price v. AMN*, c/o **Settlement Administrator Name and Address.**

THE PROPOSED SETTLEMENT**7. What relief does the Settlement provide to the Class Members?**

Defendants have agreed to fund a Settlement with a maximum value of **\$600,000 (Six Hundred Thousand Dollars)**. The Settlement amount will be used to pay the claims of Settlement Class Members, the cost of providing notice to the Class and administering the Settlement (i.e., \$9,750); to pay any awards of the Court for attorneys' fees (i.e., \$200,000) and costs (i.e., \$40,000) to Plaintiff's counsel; any service/enhancement award the Court awards to the Representative Plaintiffs (i.e., \$10,000 each for a total of \$20,000); and the amount allocated under the California Private Attorneys General Act of 2004, California Labor Code section 2698 et seq. ("PAGA") (i.e., \$60,000, the "PAGA Penalties"), which includes the 75% payment to the California Labor Workforce and Development Agency ("LWDA Payment") (i.e., \$45,000) and the 25% "PAGA Group Amount" distributed to the PAGA Group (i.e., \$15,000).

Your Estimated Settlement Payment is \$<<estAmount>> based on the <<Workweeks>> Workweeks you worked during the Class Period, as shown in Defendants' records. Your estimated payment was calculated using Defendants' records. Individual Settlement Payments will be calculated and apportioned as follows:

(a) The "Net Settlement Fund" shall be calculated by subtracting, from the Gross Settlement Amount total of \$600,000 the payments to Class Counsel, the Representative Plaintiffs, and the Settlement Administrator, and the PAGA Penalties.

(b) For each Class Member, the Settlement Administrator shall determine the number of Workweeks worked by them during the Class Period based on Defendants' records (i.e. the fractional numerator). The sum of the Workweeks for all Settlement Class Members shall be the "Total Workweeks." (i.e. the fractional denominator).

(c) The Net Settlement Amount will be apportioned to each Settlement Class Member (i.e., Class Members who do not request to be excluded from the Settlement), based on their proportionate number of Weeks Worked, by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's individual total Weeks Worked, and the denominator of which is the total number of Weeks Worked of all Settlement Class Members. The resulting figure shall be the "Individual Settlement Payment" for each such Settlement Class Member.

(d) The Settlement Administrator shall determine the PAGA Group Members portion of the PAGA Group Amount (\$15,000) by the same formula be determine each PAGA Group Member's pro rata share of the PAGA Group Amount.

PAYMENT TO THE CLASS**8. How can I get a payment?**

If you wish to remain a Settlement Class Member and obtain any share of the Settlement that you may be entitled to receive, then you do not have to do anything and you will automatically receive a Settlement Payment check in the mail if the Court approves the proposed Settlement. You are not required to go to court or pay anything to the lawyers in this case. The Settlement Payment you will receive will be a full and final settlement of your Released Claims described below.

9. When will I get a payment?

As described in Sections 20 and 21, the Court will hold a hearing on _____ at _____ AM/PM, to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals filed. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. *Please be patient.*

10. What if I disagree with Defendants' calculation regarding my estimated Settlement payment?

If you believe that the number of Workweeks with which you have been credited is incorrect, you may produce evidence to the Settlement Administrator by **(Date of Response Deadline - 45 days post mailing)** showing that such information is inaccurate. The Settlement Administrator shall decide the dispute. Defendants' records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the merits of the dispute. You can submit a Work Weeks Dispute by mail to the Settlement Administrator at: *Price v. AMN*, c/o **Settlement Administrator Name and Address**. A Work Weeks Dispute must: (1) contain the case name and number of the Action (*Price v. AMN*, Case No. 37-2018-00017996-CU-OE-CTL); (2) contain the full name, address, telephone number, and last four digits of the social security number of the Class Member; (3) be signed by the Class Member; (4) contain a clear statement indicating that the Class Member disputes the Work Weeks credited to him or her and provide the number of Work Weeks that the Class Member contends should be credited to him or her; (5) attach documentation and/or an explanation to show that the Work Weeks credited to him or her are incorrect; and (6) be mailed to the Settlement Administrator at the address specified in the Class Notice and postmarked by the Response Deadline.

11. If I receive a Settlement payment will I have to pay taxes on it?

Thirty-three percent (33%) of each Individual Settlement Payment shall be considered wages ("Wages Portion") and subject to reduction for all applicable employee's and employer's share of payroll contributions and withholdings, which shall be reported by the Settlement Administrator on an IRS Form W-2. Thirty-three percent (33%) of each Individual Settlement Payment shall be allocated as penalties and other non-wage damages and thirty-four percent (34%) of each Individual Settlement Payment shall be allocated as interest (collectively, "Non-Wages Portion"), which shall be reported by the Settlement Administrator on an IRS Form 1099. The PAGA Group Payments shall be reported by the Settlement Administrator on an IRS Form 1099. You should consult a tax professional for more information about your own specific situation.

12. No retaliation or discrimination.

Defendants respect your right to participate in this lawsuit and will take no adverse action against you should you accept payment under the Settlement.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF**13. Do I have a lawyer in this case?**

The Court has ordered that the law firm of Da Vega, Fisher, Mechtenberg LLP ("Class Counsel") will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you have a question about the Settlement, you may contact the Class Counsel by writing them at 232 E. Anapamu Street, Santa Barbara, California 93101, or emailing them at (mdavega@mdmflaw.com) or (mfisher@mdmflaw.com), or calling them at (805) 232-4471. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Defendants have agreed to pay Class Counsel's attorneys' fees up to **\$200,000** and costs and expenses of up to **\$40,000** for their services in litigating the Action, subject to approval by the Court. You will not be required to pay any attorneys' fees or costs yourself.

15. Will the Representative Plaintiffs receive any compensation for their efforts in bringing this Action?

The Representative Plaintiffs will request a service award (also known as an "incentive" or "enhancement" award) of up to **\$10,000** each (\$20,000 collectively) for their services as class representatives and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the class representatives.

RELEASE OF ALL CLAIMS**16. What am I giving up to obtain relief under the Settlement?**

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Defendant. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Defendants regarding the allegations in the Action. The lawsuit concerns a bona fide dispute regarding wages, meal period and rest period violations, and other alleged labor law violations. The Release reads as follows:

Plaintiffs and every member of the Settlement Class, will release and discharge Defendants, and all of its former and present parents, subsidiaries, and affiliates, and their current and former officers, directors, employees, partners, shareholders and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals (collectively, the "Class Members' Released Parties") as follows:

Plaintiffs and Settlement Class Members will release the Released Parties from any and all wage-and-hour claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, that arise out of or are reasonably related to the allegations in the operative complaint including unpaid wages, overtime premium pay, meal and rest period penalty pay, failure to reimburse business expenses, and statutory or civil penalties arising during the period (1) for the Credentialing Analysts from April 11, 2014 through the date on which the Court grants preliminary approval of the Settlement and (2) for the CAMs from January 8, 2015 through the date on which the Court grants preliminary approval of the Settlement (collectively, "Class Members' Released Period"). The claims released by the Class Members include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, for the following categories of allegations: (a) all claims for failure to pay wages for hours worked, including overtime premium pay; (b) all claims for failure to pay the minimum wage in accordance with applicable law; (c) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments of premiums for missed meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; and (d) any and all claims for recordkeeping or pay stub violations, waiting time penalties and all other civil and statutory penalties, including those recoverable under PAGA, assuming the Court's approval of the PAGA Group Settlement ("Class Members' Released Claims"). The Class Members' Released Claims include all those recited in the operative complaint as well as all claims that reasonably relate to the allegations in the operative complaint that could have been brought under the Fair Labor Standards Act that arose during the Class Members' Released Period. The Class Members' Released Claims include without limitation claims meeting the above definition(s) under any and all applicable statutes, including without limitation the California Payment of Wages Law, and in particular, California Labor Code §§ 201, 202, 203, 204, 206, 210, 216, 218.5, 218.6, 226, 226.3, 226.7, California Working Hours Law, including California Labor Code §§ 510, 512, 558; California Labor Code §§ 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1194.3, 1194.5, 1197, 1197.1, 1198, 1199; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 et seq.; the PAGA, California Labor Code §§ 2698 et. seq.; California Code of Civil Procedure § 1021.5; California Civil Code § 3287; California Industrial Wage Order Nos. 4, 5, and 15, and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations, and the Fair Labor Standards Act, 29 U.S.C. § 201 et. seq. (the "Released Claims").

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

17. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a written Request for Exclusion via U.S. Mail or other delivery service that must: (1) contain the case name and number of the Action (*Price v. AMN*, Case No. 37-2018-00017996-CU-OE-CTL); (2) contain the full name, address, telephone number, and last four digits of the social security number of the Class Member; (3) be signed by the Class Member; (4) contain a statement clearly indicating that the Class Member wishes to be excluded from the Settlement; and (5) be postmarked on or before the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. The Request for Exclusion must be sent (i.e., postmarked or delivery date stamped) by no later than (Date of Response Deadline - 45 days post mailing) and sent to the Settlement Administrator at: *Price v. AMN*, c/o Name and Address of Settlement Administrator.

If you timely request exclusion from the Class, you will be excluded from the Settlement Class, you will not be bound by the judgment entered in the Action, you will not be precluded from prosecuting any timely, individual claim against Defendants based on the conduct complained of in the Action, and you will not receive an Individual Settlement Payment.

Even if you request exclusion from the Settlement Class, however, you will still be bound by the Settlement Agreement's release of PAGA Claims upon final approval of the Settlement Agreement and judgment. Requests for Exclusion do not apply to PAGA Claims. All Class Members will be sent a check for their pro rata share of the PAGA Group Amount, which are civil penalties enforced on behalf of the State of California.

HOW TO OBJECT TO THE SETTLEMENT

18. How do I tell the Court that I do not like the Settlement?

At the date, time, and location stated in Section 21 below, the Court will hold a Final Approval Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and costs, and service award to the Representative Plaintiffs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must submit via U.S. Mail or other delivery service a valid, written Objection (i.e via the included "Objection Form") to the Settlement Administrator at the address set forth below by no later than (i.e., postmarked or delivery date stamped by (Date of Response Deadline - 45 days post mailing).

SETTLEMENT ADMINISTRATOR
<i>Price v. AMN</i> , c/o Name and Address of Settlement Administrator

To be valid, any objection/Objection Form must: (1) contain the case name and number of the Action (*Price v. AMN*, Case No. 37-2018-00017996-CU-OE-CTL); (2) contain the full name, address, telephone number, and last four digits of the social security number of the Class Member; (3) be signed by the Class Member; (4) contain an explanation of his or her objection(s) to the Settlement; (5) indicate whether the Class Member is represented by counsel, and if represented by counsel, provide the name and address of said counsel; (6) indicate whether Class Member intends to appear at the Final Approval Hearing; and (7) be postmarked on or before the Response Deadline (date 45 days post mailing) and mailed to the Settlement Administrator at the address specified in the Class Notice. You may, but need not, submit your objection through counsel of your choice. If you make your objection through counsel, you will be responsible for your attorney's fees and costs. If you wish to appear at the Final Approval Hearing to object to the Settlement, either in person or through personal counsel hired at your expense, we ask (although it is not required) that you include in your objection the statement, "Notice of Intention to Appear at Final Approval Hearing," or that you otherwise provide to the Settlement Administrator a "Notice of Intention to Appear" indicating your intent to appear at the Final Approval Hearing. Doing so, however, does not obligate you to appear and again you are not required to do so in order to appear.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.

19. What is the difference between excluding myself and objecting to the Settlement?

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FINAL APPROVAL HEARING**20. What is the Final Approval Hearing?**

The Court has preliminarily approved the Settlement meaning only that it concluded only that there is sufficient evidence to suggest that the Agreement falls within the range of possible approval as fair, reasonable, and adequate, and that the final determination of these issues will be made at the Final Approval Hearing. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for service award to the Representative Plaintiffs.

21. When and where is the Final Approval Hearing?

On _____ at _____ AM/PM, a hearing will be held on the fairness of the proposed Settlement (i.e. "Final Approval Hearing"). At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Gregory W. Pollack in Department C-71 of the California Superior Court for the County of San Diego, located at the Central Branch, Central Branch - 330 West Broadway, San Diego CA 92101. The hearing may be postponed to a different date or time or location without notice.

22. May I speak at the hearing?

At that hearing, the Court will be available to hear any Objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to.

ADDITIONAL INFORMATION**23. How do I get more information?**

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, and the operative Complaint filed in the Action, please contact Class Counsel by writing them at 232 E. Anapamu Street, Santa Barbara, California 93101, or emailing them at (mdavega@mdmflaw.com) or (mfisher@mdmflaw.com), or calling them at (805) 232-4471. The Settlement Agreement is attached as an Exhibit A to the Declaration of Class Counsel Matthew S. Da Vega that was filed in support of the Plaintiff's Motion for Preliminary Approval.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you may visit the Clerk's office at the Central Branch - 330 West Broadway, San Diego CA 92101, to obtain the file for inspection and copying at your own expense. Some documents and/or information may also available online at: <https://roa.sdcourt.ca.gov/roa/>

24. What if my address or other information has changed?

It is your responsibility to inform the Settlement Administrator of your updated information. You may make corrections to your address by contacting the Settlement Administrator at: *Price v. AMN*, c/o **Name and Address of Settlement Administrator**.

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

Price v. AMN
San Diego County Superior Court
Case No. 37-2018-00017996-CU-OE-CTL

EXHIBIT B
(SETTLEMENT AGREEMENT)

STIPULATION OF SETTLEMENT AND RELEASE

This Stipulation of Settlement and Release (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiffs Cathryn-Lucy Price and Michelle Pono (“Plaintiffs” or “Class Representatives”), individually and on behalf of all members of the Settlement Class (defined below), and Defendants AMN Healthcare, Inc. and AMN Services, LLC (collectively, “AMN” or “Defendants”) (Plaintiffs and Defendant are collectively referred to herein as the “Parties” and individually as “Party”).

Plaintiffs are represented by Matthew Da Vega, Matthew Fisher, and Ted Mechtenberg of DaVega Fisher Mechtenberg LLP. Defendant is represented by Mary Dollarhide and Taylor Wemmer of DLA Piper LLP (US) (“Defendant’s Counsel”).

Plaintiff Price filed her Class Action Complaint against Defendants on April 11, 2018 in San Diego Superior Court, Case No. 37-2018-00017996-CU-OE-CTL. On January 10, 2019, Plaintiff Price filed a Second Amended Class Action Complaint adding Plaintiff Pono. Plaintiffs filed their Third Amended Class Action Complaint on June 25, 2021 (the “Lawsuit”).

The Lawsuit alleges that Defendant failed to pay minimum and overtime wages for time worked but not paid, failed to provide compliant meal periods and associated premiums, failed to provide compliant rest periods and associated premiums, failed to provide all wages at time of termination, failed to provide compliant wage statements, and engaged in unfair competition in violation of California Business and Professions Code § 17200, *et seq.*

On January 10, 2020, the Parties, by and through their respective counsel, engaged in a full-day private mediation with Hon. Ronald M. Sabraw (Ret.). Although the parties did not reach a resolution at the mediation, the parties continued to discuss settlement and reached an agreement as to the core terms on or about November 10, 2022. These terms were memorialized in a Memorandum of Understanding (“MOU”), which was fully executed on February 24 2023, attached hereto as **Exhibit A**. The MOU is hereby incorporated by reference.

As a material term of this Settlement, Plaintiffs agree to move the Court in the Lawsuit for preliminary approval of the Settlement. To the extent that the motion for preliminary approval of the Settlement is consistent with the terms agreed to herein, Defendant agrees to not oppose preliminary approval.

Given the uncertainty of litigation, the Parties wish to settle the Lawsuit and Released Claims, on behalf of Plaintiffs and the Settlement Class. Accordingly, the Parties agree as follows:

1. Addition of PAGA Claim

Simultaneously with the filing of the motion for preliminary approval of the settlement, (1) Plaintiffs will each file a Private Attorneys General Act, California Labor Code § 2698, *et seq.* (“PAGA”) Notice with the Labor Workforce Development Agency (“LWDA”) that tracks the allegations in the operative Complaint, (2) file a stipulated Fourth Amended Complaint, which adds a PAGA claim for both Credentialing Analysts and Customer

Account Managers (“CAMS”), and (3) the Parties’ will file a request to stay all pending deadlines with the Court, including all motion to compel deadlines, while the parties pursue final approval of the settlement. Plaintiffs’ time to bring the case to trial pursuant to CCP § 583.330 is further extended to April 11, 2024.

2. Certification of Settlement Class.

- A. For purposes of this Settlement Agreement only, the Parties stipulate to certification of the following class:

All current and former California based non-exempt employees who worked for AMN as Credentialing Analysts from April 11, 2014 through the date that the Court issues its order granting preliminary approval of the settlement. (“Approval Date”) and/or Customer Account Managers (“CAMS”) from January 8, 2015 through the Approval Date (the “Class”).

“Covered Periods” is defined as the period from April 11, 2014 through the Approval Date for the Credentialing Analysts sub-class and from January 8, 2015 through the Approval Date for the CAMs sub-class.

Credentialing Analysts and CAMs who were employed by AMN during any portion of the respective Covered Periods are referred to herein as a “Class Member” or “Class Members.”

Any Class Member who does not submit a timely and valid Request for Exclusion, as defined below, is a “Settlement Class Member(s).” Collectively, the Settlement Class Members are referred to herein as the “Settlement Class.”

- B. All Settlement Class Members will be bound to the Settlement Agreement and the release of Released Claims and eligible to receive a distribution under this Settlement. Any Class Member who submits a timely and valid Request for Exclusion, as defined below, shall not be considered a Settlement Class Member, and will not be bound to the Settlement or eligible to receive a distribution under this Settlement. They will however remain bound by the PAGA Group Settlement, if approved by the Court, and receive their portion of the PAGA Group Payment.
- C. The Parties agree that certification for the purpose of settlement is not an admission that class certification is proper under Section 382 of the California Code of Civil Procedure, or Rule 23 of the Federal Rules of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement. In such an event,

neither the Settlement-related documents, nor the negotiations leading to the Settlement, may be used as evidence for any purpose. Further, in such event, Defendants shall retain the right to challenge all claims and allegations in the Lawsuit, to assert all applicable defenses, and to dispute the propriety of class action certification on all applicable grounds, and Plaintiffs shall retain the right to pursue all claims and allegations in the Lawsuit, to assert the propriety of class action certification, and to oppose any attempted removal to federal court.

3. Settlement Class Members' Released Claims. Plaintiffs and every member of the Settlement Class, will release and discharge Defendants, and all of its former and present parents, subsidiaries, and affiliates, and their current and former officers, directors, employees, partners, shareholders and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals (collectively, the "Class Members' Released Parties") as follows:

Plaintiffs and Settlement Class Members will release the Released Parties from any and all wage-and-hour claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, that arise out of or are reasonably related to the allegations in the operative complaint including unpaid wages, overtime premium pay, meal and rest period penalty pay, failure to reimburse business expenses, and statutory or civil penalties arising during the period (1) for the Credentialing Analysts from April 11, 2014 through the date on which the Court grants preliminary approval of the Settlement and (2) for the CAMs from January 8, 2015 through the date on which the Court grants preliminary approval of the Settlement (collectively, "Class Members' Released Period"). The claims released by the Class Members include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, for the following categories of allegations: (a) all claims for failure to pay wages for hours worked, including overtime premium pay; (b) all claims for failure to pay the minimum wage in accordance with applicable law; (c) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments of premiums for missed meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; and (d) any and all claims for recordkeeping or pay stub violations, waiting time penalties and all other civil and statutory penalties, including those recoverable under PAGA, assuming the Court's approval of the PAGA Group Settlement ("Class Members' Released Claims"). The Class Members' Released Claims include all those recited in the operative complaint as well as all claims that reasonably relate to the allegations in the operative complaint that could have been brought under the Fair Labor Standards Act that arose during the Class Members' Released Period. The Class Members' Released Claims include without limitation claims meeting the above definition(s) under any and all applicable statutes, including without limitation the California Payment of Wages Law, and in particular, California Labor Code §§ 201, 202, 203, 204, 206, 210, 216, 218.5, 218.6, 226, 226.3, 226.7, California Working Hours Law, including California Labor Code §§ 510, 512, 558; California Labor Code §§ 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1194.3, 1194.5, 1197, 1197.1, 1198, 1199; the California Unfair Competition Act, and in particular,

California Bus. & Prof. Code §§ 17200 *et seq.*; the PAGA, California Labor Code §§ 2698 *et. seq.*; California Code of Civil Procedure § 1021.5; California Civil Code § 3287; California Industrial Wage Order Nos. 4, 5, and 15, and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations, and the Fair Labor Standards Act, 29 U.S.C. § 201 *et. seq.* (the “Released Claims”).

4. Class Representatives’ Released Claims. In consideration for each’s class representative payment, as well as their settlement payments and the other terms and conditions of the Settlement and as of the Effective Date, Plaintiffs Cathryn-Lucy Price and Michelle Pono shall fully release Defendant and its former and current parents, subsidiaries, and affiliated corporations, their officers, directors, employees, partners, contractors, shareholders, agents, insurers, employee benefit plans, and any other successors, assigns, or legal representatives (“Parties Released by Class Representatives”), from any and all known and unknown claims, promises, causes of action, or similar rights of any type that they each may currently have for the period April 11, 2014 and through and including the Effective Date (as defined herein), under federal and state law, including but not limited to those raised in the Lawsuit or that could have been alleged in the Lawsuit, those arising from or related to their employment with Defendants, Plaintiffs agree and understand that Defendant and Plaintiffs have had a bona fide dispute regarding, *inter alia*, wages owed. Plaintiffs Price and Pono further release any and all claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties and wage statement penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, equitable relief, declaratory relief, claims under any provision of the FLSA, the California Labor Code, California Industrial Welfare Commission Wage Orders, city or county Living Wage Ordinances, state or federal discrimination statutes, the California Government Code, the Unruh Civil Rights Act, the California Consumer Privacy Act (“CCPA”), California Civil Code, the California Constitution, the California Business and Professions Code (including but not limited to §§ 17200, *et seq.*), the United States Constitution, the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*, the Family and Medical Leave Act (to the extent not prohibited by law), the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001, *et seq.*, and all of their implementing regulations and interpretive guidelines (the “Class Representatives’ Released Claims”). Plaintiffs expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and any other similar provision of applicable law, and do so understanding and acknowledging the significance of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of the Parties Released by Class Representatives, Plaintiffs

expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims which they do not know of or suspect to exist in their favor at the time of signing this Settlement Agreement.

5. Effective Date. The Settlement will become final and effective only upon the occurrence of all of the following events (and the date the Settlement becomes final and effective is referred to herein as the “Effective Date”): (a) the Court enters an order granting preliminary approval of the Settlement; (b) the Court enters a Final Approval Order and Judgment (as defined herein); (c) expiration of the time to file an appeal of the Final Approval Order and Judgment; and (d) if an objection was filed and not withdrawn and/or a notice of appeal of the Final Approval Order and Judgment was timely filed, then the date the objection and/or the appeal is finally resolved, with the Final Approval Order and Judgment being upheld on appeal.

6. Maximum Settlement Amount. As consideration, Defendant agrees to pay a non-reversionary Maximum Settlement Amount of Six Hundred Thousand Dollars (\$600,000) in full and complete settlement of this matter, as follows:

- A. The Parties agree to the appointment of Phoenix Settlement Administrators to perform the duties of a Settlement Administrator for the purpose of distributing the Class Notice to the Class Members, processing Work Week Disputes and Objections, and issuing payments to Settlement Class Members. All disputes relating to the Settlement Administrator’s ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by the Settlement have been fully carried out.
- B. The Maximum Settlement Amount shall be deposited with the Settlement Administrator within twenty-one (21) business days after the Effective Date.
- C. The Maximum Settlement Amount includes:
 - (1) All costs of the Settlement Administrator associated with the administration of the Settlement, which are anticipated to be no greater than Nine Thousand Seven Hundred and Fifty Dollars (\$9,750) (“Settlement Administration Costs”);
 - (2) The amount of Ten Thousand Dollars (\$10,000) for each Plaintiff (totaling Twenty Thousand Dollars [\$20,000]) in recognition of each Plaintiff’s contributions to the Lawsuit and each Plaintiff’s service to the Settlement Class (“Enhancement Payment(s)”). In the event that the Court reduces the requested Class Representative Enhancement Payment, Plaintiffs shall not have the right to revoke the Settlement for that reason, and it will remain binding;
 - (3) Attorneys’ fees in the amount of one third of the Maximum Settlement Amount (currently Two Hundred Thousand Dollars [\$200,000]) plus

actual litigation costs and expenses related to the Lawsuit, in an amount not to exceed Forty Thousand Dollars (\$40,000) (collectively, “Attorneys’ Fees and Costs”), as supported by declaration. Defendant agrees to not oppose Plaintiff’s request for Attorneys’ Fees and Costs. Even in the event that the Court reduces the requested Attorneys’ Fees and Costs, Plaintiffs shall not have the right to revoke this Settlement for that reason, and it will remain binding; and

- (4) The amount of Sixty Thousand Dollars (\$60,000) of the Maximum Settlement Amount has been allocated by the Parties as civil penalties under PAGA (“PAGA Penalties”), and per California Labor Code § 2699(i), 75% of such penalties, or Forty-Five Thousand Dollars (\$45,000), will be payable to the Labor & Workforce Development Agency for its share of PAGA penalties (“LWDA Payment”), and the remaining 25%, or Fifteen Thousand Dollars (\$15,000), will be payable to the PAGA Group Members (“PAGA Group Payment”). Even if the Court reduces or increases the requested PAGA Penalties, Plaintiffs shall not have the right to revoke this Settlement for that reason, and it will remain binding.

- D. The employer’s portion of FICA, FUTA, and all other state and federal payroll taxes shall be paid in addition to the Maximum Settlement Amount. Payments will be based upon the workweeks of the Settlement Class during the Covered Periods, according to the formula set forth herein. This Maximum Settlement Amount may increase based on an increase in the number of Settlement Class Members per the terms of Section 6 (E) (Escalator Clause) (see below).
- E. Escalator Clause: During negotiations, Defendant identified that there were 525 Class Members. If it is determined that the number of Class Members exceeds 525 by more than five percent (5%) (i.e., by more than 26 people), the Class Settlement Amount will be increased by the same number of percentage points above 5% by which the actual number of Class Members exceeds 525. For example, if the actual number of Class Members is determined to be 7% higher than 525, the Class Settlement Amount will be increased by 2%. Notwithstanding the foregoing, Defendant may instead elect to end the Release Period on the day before the number of Class Members reaches 552, rather than pay the additional amounts otherwise required by this paragraph. Under no circumstances shall the end of the Release Period be later than the date of the Court issues the Preliminary Approval Order.

7. Preliminary Approval. As soon as practical after the full execution of this Settlement Agreement, Plaintiffs shall apply to the Court for the entry of an order:

- A. Conditionally certifying the Class for purposes of this Settlement Agreement;
- B. Preliminarily appointing Matthew Da Vega, Matthew Fisher, and Ted Mechtenberg as counsel for the Class (“Class Counsel”);

- C. Preliminarily appointing Cathryn-Lucy Price and Michelle Pono as representatives for the Class (“Class Representatives”);
- D. Approving Phoenix Settlement Administrators as the third-party administrator for the Settlement (“Settlement Administrator”);
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice of Class Action Settlement (“Class Notice”) to be mailed to the Class Members to inform them of this Settlement, and directing the mailing of same by the Settlement Administrator;
- G. Approving the method and deadlines by which Class Members may seek to exclude themselves from the Settlement and method by which Settlement Class Member may seek to object to the Settlement; and
- H. Scheduling a Final Approval Hearing.

8. Notice to Class. Following preliminary approval of the Settlement, the Class shall be notified as follows:

- A. After deducting Plaintiffs’ awarded class representative payments, class counsels’ awarded attorneys’ fees and costs, PAGA Penalties, and the Settlement Administrator’s fees and expenses, the remainder of the Maximum Settlement Amount (the “Net Settlement Proceeds”) will be distributed to each of the Settlement Class Members on a pro rata basis according to the number of weeks he or she worked for AMN during the respective Covered Period.
 - (1) “Total Weeks Worked” will be the total number of weeks worked by all Class Members during the applicable Covered Period according to AMN’s records. “Individual Weeks Worked” will be the total number of weeks worked by an individual Class Member during the applicable Covered Period according to Defendant’s payroll records.
 - (2) The “Individual Settlement Payment” will be calculated by dividing a Settlement Class Member’s Individual Weeks Worked by the Total Weeks Worked of all Class Members during the applicable Covered Period and multiplying this result by the Net Settlement Proceeds. This resulting amount will be subject to tax withholdings, as described below. The same formula will be used to determine the pro-rata share of the PAGA Group Members’ portion of the PAGA Group Payment (\$15,000).
- B. Within thirty (30) calendar days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the last known full names, last known addresses, social security number, employment

status and Individual Weeks Worked for each and every Class Member, based on Defendant's business records ("Class Data").

- C. Within twenty-one (21) calendar days from receipt of the Class Data, the Settlement Administrator shall: (i) run the names of all Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Class Members; (ii) update the address of any Class Member for whom an updated address was found through the NCOA search; and (iii) mail the Class Notice to each Class Member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing. The Class Notice shall include information regarding the nature of the Lawsuit, a summary of the substance of the Settlement, the Class Member definition, the number of Work Weeks credited to the Class Member, the procedure and deadline to submit a Work Weeks Dispute, the procedure and deadline for requesting exclusion or objecting to the Settlement, the date for the Final Approval Hearing, a description of how Individual Settlement Payments are calculated and an estimate of his or her Individual Settlement Payment, and information regarding the Plaintiffs' attorney fees' portion of the settlement, as detailed herein. The Class Notice shall be substantially in the form to be jointly agreed-upon by the Parties and submitted by Plaintiffs to the Court for approval as a part of the Motion for Preliminary Approval.
- D. Any Class Notices returned to the Settlement Administrator as undelivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Class Notice. If an updated mailing address is identified, the Settlement Administrator shall resend the Class Notice to the Class Member promptly, and in any event within three (3) business days of obtaining the updated address. Class Members to whom a Class Notice is re-sent after having been returned as undeliverable to the Settlement Administrator, shall have ten (10) business days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, and/or Work Weeks Dispute to the Settlement Administrator. Class Notices that are re-sent shall inform the recipient of this adjusted deadline.
- E. The deadline to submit a Request for Exclusion, Objection, and/or Work Weeks Dispute to the Settlement Administrator shall be within forty-five (45) calendar days of the date of the initial mailing of the Class Notice (the "Response Deadline").
- F. Requests for Exclusion. Any Settlement Class Member who wishes to opt out of the Settlement must submit a valid and timely request in writing to be excluded from the Settlement ("Request for Exclusion").

i. The Request for Exclusion must: (1) contain the case name and number of the *Price* Action; (2) contain the full name, address, telephone number, and last four digits of the social security number of the Class Member; (3) be signed by the Class Member; (4) contain a statement clearly indicating that the Class Member wishes to be excluded from the Settlement; and (5) be postmarked on or before the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not satisfy the requirements listed in items (1)-(5), it will not be deemed complete or valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who submits a valid and timely Request for Exclusion will not be a member of the Settlement Class, will not be entitled to any recovery under this Settlement Agreement, and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, they will still receive payment for his or her portion of the PAGA penalty award and be bound by the Released Claims as they pertain to PAGA, if approved by the Court. If a Class Member submits both a Request for Exclusion and an Objection, then, the Request for Exclusion will be processed, and the Objection will be considered void.

ii. If more than five percent (5%) of the Class Members submit a valid Request for Exclusion (“opt out”), Defendant may, at its discretion, elect to rescind the Settlement by communicating that decision to both the Settlement Administrator and Class Counsel in writing within ten (10) calendar days after the Settlement Administrator notifies the Parties that the 5% threshold has been exceeded, which the Settlement Administrator shall do within five (5) calendar days after the Response Deadline. Should Defendant exercise this option, the Settlement Agreement and all actions taken in its furtherance shall be null and void and the Parties shall be equally responsible for any costs and fees incurred by the Settlement Administrator as of the date of rescission. If more than 5% of the Settlement Class Members opt out, the Parties reserve the right to renegotiate the terms of the Settlement in order to effectuate a final resolution.

iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Class Member to object to the Settlement or opt out of the Settlement Class, or encourage any Settlement Class Member to appeal from the Final Approval Order and Judgment.

G. Objections. Settlement Class Members (i.e., Class Members who do not timely and validly opt out) may object to this Settlement by submitting a written objection (“Objection”) with the Settlement Administrator at the address specified in the Class Notice. An Objection must: (1) contain the case name and number of

the *Price* Action; (2) contain the full name, address, telephone number, and last four digits of the social security number of the Class Member; (3) be signed by the Class Member; (4) contain an explanation of his or her objection(s) to the Settlement; (5) indicate whether the Class Member is represented by counsel, and if represented by counsel, provide the name and address of said counsel; (6) indicate whether Class Member intends to appear at the Final Approval Hearing; and (7) be postmarked on or before the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. Objections postmarked after the Response Deadline will be untimely and therefore not considered. The Settlement Administrator shall provide copies of all objections that it receives to Class Counsel and Defendant's Counsel and submit all such objections with the Court by way of exhibits attached to a declaration. Defendant's Counsel and Class Counsel shall submit any responses to objections and serve them on the objecting Class Member or his or her counsel, at least nine (9) court days before the Final Approval Hearing. A Class Member may appear at the final approval/fairness hearing to state his/her Objection even if they fail to make valid and timely written objection to the Settlement Agreement.

- H. Work Week Disputes. Class Members will have the opportunity, should they disagree with the number of Work Weeks credited to them as reflected in the Class Notice, to submit a written dispute of the number of Work Weeks credited to them ("Work Weeks Dispute"). A Work Weeks Dispute must: (1) contain the case name and number of the *Price* Action; (2) contain the full name, address, telephone number, and last four digits of the social security number of the Class Member; (3) be signed by the Class Member; (4) contain a clear statement indicating that the Class Member disputes the Work Weeks credited to him or her and provide the number of Work Weeks that the Class Member contends should be credited to him or her; (5) attach documentation and/or an explanation to show that the Work Weeks credited to him or her are incorrect; and (6) be mailed to the Settlement Administrator at the address specified in the Class Notice and postmarked by the Response Deadline. Defendant will cooperate with the Settlement Administrator to provide information necessary to consider Work Weeks Disputes. If there is a dispute, Defendant's records will be presumed to be correct, unless that presumption is rebutted by the Class Member's showing. The Settlement Administrator will resolve the Work Weeks Dispute, but shall bring Work Weeks Disputes to the attention of both Class Counsel and Defendant's Counsel and advise them both of how the Work Weeks Dispute will be resolved. Any Work Weeks Disputes which remain unresolved prior to the Final Approval Hearing will be submitted to the Court for a final determination at the Final Approval Hearing.
- I. Defendant understands its legal obligation not to retaliate against the Class Members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Lawsuit.

- J. Class Counsel should provide the Court, at least five (5) business days prior to the Final Approval Hearing, a declaration by the Settlement Administrator specifying the due diligence it has undertaken with regard to the mailing of the Class Notice and all other actions undertaken herein.

9. Final Approval. Following preliminary approval and the close of the period for submitting Requests for Exclusion, Objections, and Work Weeks Disputes under this Settlement Agreement, and so long as neither Party has exercised its right to rescind the Settlement Agreement, as described above, Plaintiffs shall apply to the Court for entry of an order granting final approval of the Settlement and judgment based thereon (“Final Approval Order and Judgment”) as follows:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Certifying the Settlement Class;
- C. Appointing Plaintiffs as Class Representatives;
- D. Appointing Matthew Da Vega, Matthew Fisher, and Ted Mechtenberg as Class Counsel.
- E. Approving Plaintiffs’ and Class Counsel’s application for attorneys’ fees and costs, the Class Representatives’ Enhancement Payments, Settlement Administrator costs, and payment to the LWDA for its share of PAGA penalties; and
- F. Entering judgment in accordance with California Rule of Court 3.769, such judgment to read “Judgment Approving Settlement with No Admission of Liability.”

10. Payments to the Settlement Class and PAGA Group. Settlement Class Members and PAGA Group Members are not required to submit a claim form to receive their share of the Net Settlement Amount or PAGA Group Amount (“Individual Settlement Payment”). Individual Settlement Payments will be determined and paid as follows:

- A. Settlement Class Members: The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Attorneys’ Fees and Costs, Enhancement Payments, Settlement Administration Costs, and the PAGA Penalties. The remaining amount shall be known as the “Net Settlement Amount.” To the extent the Court does not approve the full requested Attorneys’ Fees and costs, Enhancement Payments, or Settlement Administration Costs, the Net Settlement Amount will increase by the difference in the amounts agreed to herein and by the amounts actually approved by the Court.

- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class Member's Individual Settlement Payment based on the following formula: The Net Settlement Amount will be apportioned to each Settlement Class Member based on their proportionate number of Weeks Worked, by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's individual total Weeks Worked, and the denominator of which is the total number of Weeks Worked of all Settlement Class Members. Thirty-three percent (33%) of each Individual Settlement Payment shall be considered wages ("Wages Portion") and subject to reduction for all applicable employee's and employer's share of payroll contributions and withholdings, which shall be reported by the Settlement Administrator on an IRS Form W-2. Thirty-three percent (33%) of each Individual Settlement Payment shall be allocated as penalties and other non-wage damages and thirty-four percent (34%) of each Individual Settlement Payment shall be allocated as interest (collectively, "Non-Wages Portion"), which shall be reported by the Settlement Administrator on an IRS Form 1099.
- C. PAGA Group Members: The PAGA Penalties (\$60,000) allocated as part of the settlement represents 10% of the Maximum Settlement Amount (\$600,000). This amount will be paid for the settlement, release and discharge of any and all claims for which penalties under PAGA may be sought or could be otherwise be available to any members of the PAGA Group via the LWDA. Pursuant to the express requirements of California Labor Code section 2699(i), the PAGA Penalties shall be allocated as follows: (i) 75% of such penalties, or Forty-Five Thousand Dollars (\$45,000), will be payable to the LWDA ("LWDA Payment"), and the remaining 25%, or Fifteen Thousand Dollars (\$15,000) will be paid to the PAGA Group ("PAGA Group Amount"). The formula to determine the PAGA Group Members pro-rated portion of the PAGA Group Amount (\$15,000) will be the same formula used to determine the Settlement Class Member's Individual Settlement Payments (apportioned to each PAGA Group Member based on their proportionate number of Weeks Worked, by multiplying the PAGA Group Amount by a fraction, the numerator of which is the Class Member's individual total Weeks Worked, and the denominator of which is the total number of Weeks Worked of all Class Members) ("PAGA Group Payments"). The PAGA Group Payments shall be reported by the Settlement Administrator on an IRS Form 1099.
- D. Within twenty-one (21) calendar days after the Court enters a Final Approval Order and Judgment, the Settlement Administrator will calculate the Settlement Class Members' Individual Settlement Payments and PAGA Group Payments based on the formula set forth herein, and provide notice of said amounts to Class Counsel and Defendant's Counsel.
- E. Within ten (10) business days following the deposit of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will

prepare and mail Individual Settlement Payments/PAGA Group Payments to Settlement Class Members and PAGA Group Members.

- F. The Settlement Administrator will issue each Settlement Class Member an IRS Form 1099 for the Non-Wages Portion and an IRS Form W-2 for Wages Portion, less normal tax deductions and withholdings as required by law.
- G. No portion of any Class Member's Individual Settlement Payment or PAGA Group Payments shall be contributed to any investment plan (including a 401(k) plan) or any retirement and/or savings plan. Payments under this Settlement shall not be considered compensation under any of Defendant's employee benefit plans.
- H. The memorandum line of each Individual Settlement Payment check/PAGA Group Check shall state: "Class Action Settlement."
- I. The Settlement Administrator's letter accompanying the Individual Settlement Payment checks shall state as follows:

"Previously, you received a notice regarding the lawsuit entitled *Cathryn-Lucy Price v. AMN Healthcare, Inc.* The lawsuit concerned a bona fide dispute regarding wages, meal period and rest period violations, and other alleged labor law violations. We are pleased to let you know that the lawsuit is now fully resolved. Enclosed is/are your settlement check(s)."
- J. Each member of the Settlement Class who receives an Individual Settlement Payment check/PAGA Group Payment check must cash or deposit that check within one hundred and eighty (180) calendar days from the date the Settlement Administrator mails it. Thereafter, Individual Settlement Payment/PAGA Group Payment checks will be cancelled, and any funds associated with cancelled Individual Settlement Payment/PAGA Group Payment checks will be transferred by the Settlement Administrator to the Controller of the State of California, Unclaimed Property Fund in the name of the Settlement Class Member whose check was cancelled. The failure to cash or deposit any check within 180 days shall in no way affect the binding nature of the Settlement or the binding nature of any release of claims.
- K. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

11. Attorneys' Fees and Costs. Defendant will not object to the request for Class Counsel's attorneys' fees amounting to one-third (1/3) of the Maximum Settlement Amount (currently \$200,000 but may increase based on an increase of Maximum Settlement Amount due to increase of the number of Settlement Class Members per the terms of Section 6(E) (Escalator

Clause)) plus actual costs and expenses, which costs are not to exceed \$40,000.00. These amounts will cover any and all work performed and any and all costs incurred in connection with this Lawsuit, including without limitation all work performed and all costs incurred to date, and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator at the time the Settlement Administrator distributes the fee award approved by the Court, and Class Counsel shall not be entitled further attorneys' fees and expenses in connection with the Lawsuit. The Settlement Administrator may purchase annuities or utilize U.S. Treasuries and bonds or other attorney fee deferral vehicles for Class Counsel's Attorneys' Fees and Costs.

12. Class Representative Enhancement Payment. Defendant will not object to a request for Class Representatives Enhancement Payment of \$10,000 for each Plaintiff's time and risks in prosecuting this case and each Plaintiff's service to the Settlement Class (collectively \$20,000 as there are 2 Class Representatives). This award will be in addition to Plaintiffs' Individual Settlement Payment as a Settlement Class Member, and shall be reported on an IRS Form 1099 by the Settlement Administrator. Plaintiffs Price and Pono further waive their rights to object to or opt-out from the Settlement and are obligated to take the steps necessary to effectuate approval of the Settlement.

13. Settlement Administrator. The Parties agree to seek approval to pay up to Nine Thousand Seven Hundred Fifty Dollars (\$9,750) to Phoenix Settlement Administrators for its services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for sending notices to the Settlement Class Members, for calculating Individual Settlement Payments, and for preparing all checks and mailings. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all Settlement Class Members. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary. The Settlement Administrator shall be required to permit Class Counsel and Defendant's Counsel, or their duly designated agents, to inspect and audit, at reasonable times, all payments to Settlement Class Members, and receipts pertaining thereto.

14. Non-Opposition. Defendant agrees that it will not oppose Plaintiffs' motions for preliminary and/or final approval of the Settlement to the extent that the filing(s) is consistent with the terms agreed to herein, and will not oppose Plaintiffs' requests for Attorneys' Fees and Costs and Enhancement Payments, in the amounts specified above. The Parties agree to work together expeditiously to obtain preliminary and final approval of this Settlement.

15. Non-Admission of Liability. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If final approval does not occur, or if the Court's

approval of the Settlement is reversed or materially modified on appellate review, then the Parties agree that this Settlement Agreement is null and void, but remains protected by California Evidence Code section 1152. The Parties agree that an award of the Enhancement Payments or Attorneys' Fees and Costs in an amount less than requested by Plaintiffs will not constitute a failure by the Court to grant Settlement approval, or a material modification of the Settlement.

16. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties or their counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

17. Confidentiality and No Publicity. The Parties and their counsel will keep the Settlement, the Settlement-related documents, and their Settlement negotiations confidential, and will not disclose that information to any third party except for documents or information which is filed as part of this Settlement (including and not limited to, submission of the Settlement to the Labor and Workforce Development Agency pursuant to PAGA). No comments of any kind regarding the Settlement, the Settlement-related documents, or the Settlement negotiations (including without limitation, the negotiations in the course of mediation), may be made at any time to the press/media, unless the Parties agree otherwise in writing. Notwithstanding the foregoing, the Parties agree not to publicize the Settlement in any way, however Plaintiffs and Class Counsel may respond to Class Members who contact them by directing them to contact the Settlement Administrator. No reference to this Settlement may be made by referencing a settlement reached with a healthcare staffing company and/or the settlement amount, in any advertisement, third-party communication, whether verbal or written, or on any website. The terms of this paragraph will not be applied in a manner so as to interfere with the Court-ordered administration of the settlement by the Settlement Administrator and Class Counsel and Plaintiffs may refer Class Members and any other individuals inquiring about the settlement, to the Settlement Administrator. The parties and their counsel shall keep this Settlement and its terms confidential except for any and all documents and information which is made a public record as part of the Settlement.

18. Fair, Adequate, and Reasonable Settlement. The Parties agree that the Settlement is fair adequate, and reasonable, and will so represent to the Court.

19. Waiver of Appeals. The Parties waive all appeals from the Court's approval of the Settlement, unless the Court materially modifies the Settlement. An appeal of Class Representatives' Enhancement Payments and/or Class Counsel's Attorneys' Fees and Costs award does not affect the finality of the Settlement.

20. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at

the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Mary Dollarhide
Taylor H. Wemmer
DLA PIPER LLP (US)
4365 Executive Drive, #1100
San Diego, California 92121
mary.dollarhide@us.dlapiper.com
taylor.wemmer@us.dlapiper.com

if to Plaintiff: Matthew Da Vega
DA VEGA, FISHER, MECHTENBERG LLP
232 E. Anapamu St.
Santa Barbara, CA 93101
mdavega@mdmflaw.com

21. Entire Agreement. This Settlement Agreement and its Exhibit A contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

22. Parties' Authority: The respective signatories to the Settlement represent that they are fully authorized to enter into this Settlement and bind the respective Parties to its terms and conditions.

23. Construction: The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, its or their counsel participated in the drafting of this Settlement.

24. Binding on Assigns: This Settlement shall be binding upon and inure to the benefit of the Parties and Class Members as well as their respective heirs, trustees, executors, administrators, successors, and assigns.

25. Class Counsel and Representative Signatories: Because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement. This Settlement shall have the same force and effect as if this Settlement were executed by each Settlement Class Member. For purposes of this Agreement, the Parties agree that Cathryn Lucy-Price and Michelle Pono are authorized to execute this Agreement on behalf of the Settlement Class Members.

26. Counterparts. This Settlement Agreement may be executed by one or more Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IT IS SO AGREED:

DATED: 2/27/2023

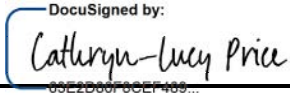
AMN HEALTHCARE, INC. and AMN SERVICES, LLC

By: 
Name: Jessica Chasin, Esq.
Title: Associate General Counsel

DATED: 2/25/2023

CATHRYN-LUCY PRICE

Plaintiff and Class Representative

By: 

DATED: 2/25/2023

MICHELLE PONO

Plaintiff and Class Representative

By: 

APPROVED AS TO FORM:

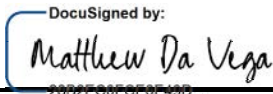
DATED: 2/27/2023

DLA PIPER LLP (US)

By: 
Mary Doffarhide
Taylor Wemmer
Attorneys for Defendant FinishMaster, Inc.

DATED: 2/25/2023

DA VEGA, FISHER, MECHTENBERG LLP

By: 
Matthew Da Vega
Counsel for Plaintiffs and the Class

Price v. AMN
San Diego County Superior Court
Case No. 37-2018-00017996-CU-OE-CTL

EXHIBIT A
(Memorandum of Understanding)

Memorandum of Understanding

Price v. AMN Healthcare, Inc.
San Diego County Superior Court
Case No. 37-2018-00017996-CU-OE-CTL

Subject to approval by the Superior Court of California, County of San Diego (the "Court"), and with the proviso that this Memorandum of Understanding ("MOU") will be further memorialized in a Settlement Agreement, Plaintiffs Cathryn-Lucy Price and Michelle Pono ("Plaintiffs") and Defendants AMN Healthcare, Inc. and AMN Services, LLC (collectively, "AMN" or "Defendants") hereby agree to the following binding settlement (the "Settlement") of the class action entitled *Cathryn-Lucy Price and Michelle Pono, on behalf of themselves and all others similarly situated, Plaintiff vs. AMN Healthcare, Inc.; AMN Services, LLC, and DOES 1-100, inclusive, Defendants*, Case No. 37-2018-00017996-CU-OE-CTL (the "Lawsuit"). Plaintiffs and AMN are collectively referred to herein as the "parties," and Plaintiffs' counsel are sometimes referred to herein as "class counsel."

1. **The Settlement Class:** The Settlement Class shall consist of the following: All current and former California based non-exempt employees who worked for AMN as Credentialing Analysts from April 11, 2014 through the date that the Court issues its order granting preliminary approval of the settlement. ("Approval Date") and/or Customer Account Managers ("CAMs") from January 8, 2015 through the Approval Date. "Covered Periods" is defined as the period from April 11, 2014 through the Approval Date for the Credentialing Analysts sub-class and from January 8, 2015 through the Approval Date for the CAMs sub-class. Credentialing Analysts and CAMs who were employed by AMN during any portion of the respective Covered Periods are referred to herein as a "Class Member" or "Class Members." Individuals who would otherwise meet the definition of a Class Member under this paragraph but who submit requests to the Settlement Administrator to opt out of/exclude themselves from this action shall not be considered Class Members nor part of the Settlement Class.

2. **Maximum Settlement Amount:** The Maximum Settlement Amount that Defendants will be obligated to pay in connection with the Settlement is **\$600,000 (Six Hundred Thousand Dollars and Zero Cents)**, inclusive of attorneys' fees, costs and expenses directly related to the Lawsuit, which includes all such fees and costs incurred to date, as well as all such fees and costs incurred in documenting the settlement, securing court approval of the settlement, administering the settlement (including the Settlement Administrator's fees and expenses), and obtaining a dismissal of the action, the service payments to the class representative, and the payment to the State of California Labor Workforce and Development Agency ("LWDA") in connection with any claim for penalties in the Lawsuit brought under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA"). The employer's portion of FICA, FUTA, and all other state and federal payroll taxes shall be paid in addition to the Maximum Settlement Amount. Payments will be based upon the workweeks of the Settlement Class during the Covered Periods, according to the formula set forth herein. This Maximum Settlement Amount may increase based on an increase in the number of Settlement Class Members per the terms of section 9.1. (Escalator Clause) (see below).

3. Class Representative Payments: AMN will not oppose Plaintiffs' application to the Court for a class representative payment, not to exceed **\$10,000.00 (Ten Thousand Dollars and Zero Cents)** per each of the two named Plaintiffs (for a maximum of \$20,000.00), to be paid from the Maximum Settlement Amount, in addition to Plaintiffs' settlement payments, in exchange for a full release of claims. Each Plaintiff shall execute a general release of all known and unknown claims she may have against AMN and its parents, subsidiaries and affiliated corporations, and the predecessors and successors and all current and former directors, officers and employees of all such entities, based on her employment with AMN. A Form 1099 will be issued with respect to each Plaintiff's awarded class representative payment. Plaintiffs Cathryn-Lucy Price and Michelle Pono hereby waive their rights to object to or opt out of the agreed-upon settlement.

4. Attorneys' Fees and Costs: AMN will not oppose Plaintiff's application to the Court for attorneys' fees in the amount of one-third (1/3) of the Maximum Settlement Amount (i.e., **\$200,000 (Two Hundred Thousand Dollars and Zero Cents)**) to be paid out of the Maximum Settlement Amount and costs in an amount not to exceed **\$40,000 (Forty Thousand Dollars and Zero Cents)**. The amount of attorneys' fees awarded will be at the discretion of the Court. AMN will issue to class counsel a Form 1099 with respect to the attorneys' fees and costs that the Court awards, to the extent it is advised of the same by the Settlement Administrator.

5. Payment to the LWDA: The Parties agree that **\$60,000 (Sixty Thousand Dollars and Zero Cents)** of the Maximum Settlement Amount will be allocated to settle the Private Attorneys General Act ("PAGA") claim, and will be distributed as follows: 75 percent of the apportioned PAGA settlement amount (\$45,000) will be paid to the California Labor Workforce & Development Agency ("LWDA"), and the remaining 25 percent (\$15,000) will be divided equally among the Class Members and included in their Individual Settlement Payments.

6. Class Member Distribution Formula: After deducting Plaintiffs' awarded class representative payments, class counsels' awarded attorneys' fees and costs, payments to the State of California under PAGA, and the Settlement Administrator's fees and expenses, the remainder of the Maximum Settlement Amount (the "Net Settlement Proceeds") will be distributed to each class member on a pro rata basis according to the number of weeks he or she worked for AMN during the respective Covered Period.

- a. "Total Weeks Worked" will be the total number of weeks worked by all Class Members during the applicable Covered Period according to AMN's records. "Individual Weeks Worked" will be the total number of weeks worked by an individual Class Member during the applicable Covered Period according to Defendant's payroll records.
- b. The "Individual Settlement Payment" will be calculated by dividing a Class Member's Individual Weeks Worked by the Total Weeks Worked of all Class Members during the applicable Covered Period and

multiplying this result by the Net Settlement Proceeds. This resulting amount will be subject to tax withholdings, as described below.

7. Tax Allocation: Individual payments to Plaintiffs and Class Members will be allocated as follows: 33% to wages, 33% to penalties and 34% to interest.

8. Notice of the Settlement: Each Class Member will be fully advised of the Settlement. Each Class Member will be provided notice of this Settlement, which will include information regarding the nature of the Lawsuit, a summary of the substance of the Settlement, the Class Member definition, an estimated number of Individual Class Member's Weeks Worked; an Estimated Individual Settlement Payment , and the procedure to:

- (1) Dispute the number of work weeks estimated for the Class Member; ;
- (2) Request exclusion from the Settlement; and
- (3) Object to the Settlement;

The Notice will include information on the time period for any such disputes, requests, or objections ("The Response Deadline"). The Response Deadline for any dispute, request or objection is 45 calendar days after notice of the Settlement was mailed based on the post-marked date and the records of the Settlement Administrator. The Notice will also include the date for the final approval hearing, the formula used for calculating Individual Settlement Payments, and information regarding the Plaintiffs' attorney fees' and costs as a portion of the settlement.

9. Process for Court Approval:

a. Promptly upon following the execution of this Memorandum of Understanding, (1) Plaintiffs will each file a PAGA Notice with the LWDA that tracks the allegations in the operative Complaint, (2) file a stipulated Fourth Amended Complaint, which adds a PAGA claim for both Credentialing Analysts and CAMS, and (3) the Parties' will file a request to stay all pending deadlines with the Court, including all motion to compel deadlines, while the parties pursue final approval of the settlement.

b. As soon as practicable after the execution of this Memorandum of Agreement, Plaintiffs will move the Court for preliminary approval of the Settlement, but no later than 20 days following the execution of the Stipulation of Class Action Settlement and Release (aka "the Settlement Agreement" or "Long-Form Settlement Agreement") and as required under the California Rules of Court based on the Parties' March 24, 2023 hearing date on the Motion for Preliminary Approval of the Settlement.

c. The parties agree to the appointment of a third-party administrator, to be determined prior to the signing of the Long-Form Settlement Agreement, to perform the duties of a Settlement Administrator for the purpose of sending the notice of settlement and issuing payments to Class Members. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all

payments and obligations contemplated by the Settlement have been fully carried out. The Settlement Administrator shall be required to permit the counsel of record or their duly designated agents to inspect and audit, at reasonable times, all payments to Class Members and receipts pertaining to payments to Class Members.

d. Within 30 calendar days after preliminary approval by the Court, AMN will provide the Settlement Administrator with the names, last known addresses, work weeks, and employment status of the Class Members pursuant to AMN's business records.

e. Within 21 calendar days after receiving the Class Member information from AMN, the Settlement Administrator will send notice of the Settlement which will include an individual estimate of the Class Member's Weeks Worked, and the procedure to request exclusion from or object to the Settlement and the time period in which to do so (45 days). In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and re-send the notices. In the event of a dispute regarding the amount of a Class Member's settlement payment or the number of Individual Weeks Worked, Defendants' records will be presumed to be correct, but that presumption may be rebutted by the Class Member's showing. The Settlement Administrator will resolve all such disputes, and the Settlement Administrator's resolution will be binding on all parties.

f. "Work Week Dispute": If a Class Member wishes to dispute the number of Work Weeks credited to them they must submit a timely and valid dispute. [T]he written dispute must: (a) state the case name and number of the Action; (b) contain the Class Member's name, current mailing address, most current telephone number, and last four digits of his or her Social Security number; (c) state the basis of the dispute and include any documentary evidence showing the Work Week information is inaccurate; (d) be signed by the Class Member; (e) be submitted to the Settlement Administrator at the address specified in the Class Notice; and (f) be postmarked on or before the Response Deadline.

g. "Request for Exclusion": In order to elect not to participate in the Settlement, a Class Member must make a timely and valid written request indicating that they request to be excluded from the Class Settlement. The Request for Exclusion must: (a) state the case name and number of the Action; (b) contain the Class Member's name, current mailing address, most current telephone number, and last four digits of his or her Social Security number; (c) state the request to be excluded; (d) be signed by the Class Member; (e) be submitted to the Settlement Administrator at the address specified in the Class Notice; and (f) be postmarked on or before the Response Deadline.

h. "Objection": In order to object to the Settlement, a Class Member must make a valid and timely written objection to the Settlement Agreement. For the Objection to be valid, it must: (a) state the case name and number of the Action; (b) contain the Class Member's name, current mailing address, most current telephone number, and last four digits of his or her Social Security number; (c) state the basis for the objection; (d) be signed by the Class Member; (e) be submitted to the Settlement Administrator at the address specified in the Class Notice; and (f) be postmarked on or before the Response Deadline. A Class Member may

appear at the final approval/fairness hearing to state his/her Objection even if they fail to make valid and timely written objection to the Settlement Agreement.

i. Class Members who, prior or subsequent to the Response Deadline, enter into a privately negotiated agreement that includes class-released claims will no longer be eligible as a “Class Member” and will not receive a distribution under this settlement.

j. Tolerance of Opt-Outs: If 5% or more of the Class Members, or a number of Class Members whose share of the Class Settlement Proceeds represents 5% or more of the total, validly “opt out” and thus elect not to participate in the Settlement, Defendants will have the right to rescind the Settlement and all actions taken in its furtherance will be null and void. Defendants must exercise this right within 10 calendar days after the Settlement Administrator notifies the Parties of the total number of opt outs, which the Settlement Administrator will do within 5 calendar days after the close of the Response Deadline.

k. If AMN does not exercise its right to rescind the Settlement based on the number of Class Members who elect not to participate in the Settlement, class counsel will move for final approval of the Settlement, which motion will include a request for final approval of an award of the class representative payment and class counsels’ attorneys’ fees and costs pursuant to the Settlement, which motion and requests AMN will not oppose as long as it conforms to the terms set out in this MOU and the parties’ subsequently executed Settlement Agreement.

l. Escalator Clause: During negotiations, Defendant identified that there were 525 Class Members. If it is determined that the number of Class Members exceeds 525 by more than five percent (5%) (*i.e.*, by more than 26 people), the Class Settlement Amount will be increased by the same number of percentage points above 5% by which the actual number of Class Members exceeds 525. For example, if the actual number of Class Members is determined to be 7% higher than 525, the Class Settlement Amount will be increased by 2%. Notwithstanding the foregoing, Defendant may instead elect to end the Release Period on the day before the number of Class Members reaches 552, rather than pay the additional amounts otherwise required by this paragraph. Under no circumstances shall the end of the Release Period be later than the date of the Court issues the Preliminary Approval Order.

m. Within 21 calendar days after the Court has granted final approval of the Settlement, the Settlement Administrator will calculate the Settlement amount due to each Class Member based on the formula set forth herein, and provide said amounts to counsel for AMN and counsel for Plaintiff.

n. Within 21 calendar days of the Effective Date, AMN will deliver to the Settlement Administrator the total amount of the payments due to Plaintiff, class counsel, the LWDA, the Settlement Administrator, and the Class Members. “Effective Date” means the date by which the Court’s order granting Final Approval of the Settlement becomes final and is no longer subject to appeal. Such order becomes final upon the following events: (i) upon the Court issuing an order granting Final Approval of the Settlement and the time to file

appeals has run or (ii) in the event there are written objections filed prior to the final approval hearing which are not thereafter withdrawn prior to the hearing, the expiration of time to file appeals, or the resolution of any appeals filed.

o. If the Court does not grant approval of the Settlement, or if the Court's approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void, except that an award of a class representative payment or class counsels' attorneys' fees and expenses in an amount less than sought will not constitute a failure to grant approval or a material modification.

p. The parties will work together expeditiously to obtain preliminary and final approval of this Settlement.

10. Disposition of Uncashed Settlement Checks: If any Class Members fail to cash the check for his or her Settlement Share within 120 days after it is mailed to the Class Member, the Settlement Administrator will escheat the check to the Controller's Office of the State of California.

11. Release of Claims:

a. In consideration for each's class representative payment, as well as their settlement payments and the other terms and conditions of the Settlement, Plaintiffs Cathryn-Lucy Price and Michelle Pono release any and all claims against AMN and its former and current parents, subsidiaries, and affiliated corporations, their officers, directors, employees, partners, contractors, shareholders, agents, insurers, employee benefit plans, and any other successors, assigns, or legal representatives, from any and all federal and state claims, including but not limited to those raised in the Lawsuit, and those arising from or related to his employment with AMN for the period through and including when the Settlement becomes final. Plaintiffs agree and understand that AMN and each Plaintiff have had a bona fide dispute regarding, *inter alia*, wages owed. Plaintiffs Price and Pono also waive all rights they might have based on any unknown and undiscovered facts. They also waive all rights in California Civil Code Section 1542, which provides as follows:

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

b. The Class Members (other than those who submit an opt-out request) will release and discharge AMN, and all of its former and present parents, subsidiaries, and affiliates, and their current and former officers, directors, employees, partners, shareholders and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals ("Class Members' Released Parties"), from any and all wage-and-hour claims, rights, demands, liabilities and causes of action of every nature and description,

whether known or unknown, that arise out of or are reasonably related to the allegations in the operative complaint including unpaid wages, overtime premium pay, meal and rest period penalty pay, failure to reimburse business expenses, and statutory or civil penalties arising during the period (1) for the Credentialing Analysts from April 11, 2014 through the date on which the Court grants preliminary approval of the Settlement and (2) for the CAMs from January 8, 2015 through the date on which the Court grants preliminary approval of the Settlement (collectively, "Class Members' Released Period"). The claims released by the Class Members include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, for the following categories of allegations: (a) all claims for failure to pay wages for hours worked, including overtime premium pay; (b) all claims for failure to pay the minimum wage in accordance with applicable law; (c) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments of premiums for missed meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; and (d) any and all claims for recordkeeping or pay stub violations, waiting time penalties and all other civil and statutory penalties, including those recoverable under PAGA ("Class Members' Released Claims"). The Class Members' Released Claims include all those recited in the operative complaint as well as all claims that reasonably relate to the allegations in the operative complaint that could have been brought under the Fair Labor Standards Act that arose during the Class Members' Released Period. The Class Members' Released Claims include without limitation claims meeting the above definition(s) under any and all applicable statutes, including without limitation the California Payment of Wages Law, and in particular, California Labor Code §§ 201, 202, 203, 204, 206, 210, 216, 218.5, 218.6, 226, 226.3, 226.7, California Working Hours Law, including California Labor Code §§ 510, 512, 558; California Labor Code §§ 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1194.3, 1194.5, 1197, 1197.1, 1198, 1199; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 *et seq.*; the PAGA, California Labor Code §§ 2698 *et. seq.*; California Code of Civil Procedure § 1021.5; California Civil Code § 3287; California Industrial Wage Order Nos. 4, 5, and 15, and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations, and the Fair Labor Standards Act, 29 U.S.C. § 201 *et. seq.*

c. In consideration of their awarded attorneys' fees and expenses, class counsel waive any and all claims to any further attorneys' fees and expenses in connection with the Lawsuit.

12. No Publicity: The parties agree not to publicize the Settlement in any way. No reference to this settlement, including any reference to a settlement reached with a healthcare company and/or the settlement amount, will appear in any advertisement or on any website. The parties and their counsel shall keep this Settlement and its terms confidential except for any and all documents and information which is made a public record as part of the Settlement.

13. Fair Adequate and Reasonable Settlement: The parties agree that the Settlement is fair and reasonable and will so represent to the Court.

14. Waiver of Appeals: The parties waive all appeals from the Court's approval of the Settlement unless the Court materially modifies the Settlement.

15. Dismissal of the Action: The parties agree that, in connection with final approval of the settlement, dismissal of the Lawsuit in its entirety with prejudice will be requested, and that entry of a judgment in accordance with California Rule of Court 3.769 will read "Judgment Approving Settlement with No Admission of Liability."

16. No Admissions: AMN's signature on this MOU is not, and shall not be construed as, an admission of liability and the signed MOU shall be inadmissible in any proceeding other than as necessary to enforce it.

17. Counterparts: This MOU may be signed in counterparts. It may be executed in counterparts which shall be deemed to be part of one original, and facsimile and electronic image copies of signatures (including by pdf, DocuSign, or any electronic signature complying with the U.S. federal ESIGN Act of 2000) or other transmission method shall be equivalent to original signatures. It is not necessary for all parties to sign the same document. However, it is void and unenforceable if it is not signed by all Parties.

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18. Binding Agreement: The parties intend that this Memorandum of Understanding shall be fully enforceable and binding upon all of the parties other than to the extent the Settlement requires court approval, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise might apply under federal or state law.

DEFENDANTS:

AMN HEALTHCARE, INC. and AMN SERVICES, LLC

2/24/2023

Date

DocuSigned by:



Jessica Chasin, Esq.
Associate General Counsel
AMN Healthcare, Inc.

2/24/2023

Date



Mary C. Dollarhide
DLA PIPER LLP
Attorneys for Defendant
Approved as to Form

PLAINTIFFS AND THE CLASS:

2/22/2023

Date

DocuSigned by:

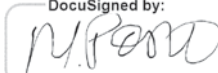


Cathryn-Lucy Price
Plaintiff and Class Representative

2/22/2023

Date

DocuSigned by:



Michelle Pono
Plaintiff and Class Representative

2/22/2023

Date

DocuSigned by:



Matthew Da Vega

DA VEGA, FISHER, MECHTENBERG LLP
Counsel for Plaintiff and the Class
Approved as to Form