

If you worked as a traveling nurse for AMN in one or more Kaiser facilities in California at any time between September 11, 2013 through December 27, 2018 you may obtain payments from a Settlement reached in a class action lawsuit.

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

- This class action lawsuit Settlement will resolve claims concerning unpaid overtime, meal and rest periods not provided, and other benefits under California law that traveling nurses allege are owed to them. The Settlement provides monetary compensation for the traveling nurses' claims under California law.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	Receive compensation, but lose rights to sue separately. If you do nothing, you will receive compensation for the claims asserted in this lawsuit. You will also give up any rights to sue AMN and/or Kaiser separately about the same or similar legal claims in this lawsuit.
ASK TO BE EXCLUDED	Get no compensation. Keep rights to sue separately. If you ask to be excluded from the Settlement you will not receive any compensation in the Settlement but you retain the right to file a claim separately. However, please be aware that there are time limits for you to file a claim separately.
COMMENT OR OBJECT	Tell the Court why you like or don't like the Settlement. You must remain a member of the lawsuit to comment or object to the Settlement. This means you cannot object to the Settlement if you also are asking to be excluded from it.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. The payments described in this notice will be made to you only if the Court approves the Settlement and after all appeals, if any, are resolved.

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BASIC INFORMATION

1. Why Did I Get This Notice?

You got this notice because AMN's records indicate that you worked as a traveling nurse at one or more Kaiser facilities in the state of California during some time between September 11, 2013 and December 27, 2018, and are therefore a member of a proposed class action lawsuit alleging that AMN and Kaiser owed you unpaid overtime, compensation for missed meal and rest periods, penalties, and interest.

This notice was sent to you because you have a right to know about a proposed settlement of the class action lawsuit and about your options before the Court decides whether to approve the Settlement. If the Court approves it and after objections and appeals are resolved, you will receive the monetary payments described in this Notice unless you opt to exclude yourself from this class Settlement.

This Notice explains the lawsuit, the Settlement, your legal rights, available benefits, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of California and the case is known as *Shaw, et al. v. AMN Services, LLC and Kaiser Foundation Hospitals, et al.*, Case No. 16-cv-02816-JCS. The people who sued are called Plaintiffs, and the companies they sued, AMN and Kaiser, are called the Defendants.

2. What Is This Lawsuit About?

The lawsuit alleged that AMN and Kaiser have failed to pay the Plaintiffs and other traveling nurses at Kaiser Foundation Hospitals in California for all the time they have worked before and after their scheduled shifts, such as time spent on patient hand-offs, charting, and other work-related activities. The Plaintiffs also claimed that AMN and Kaiser discouraged traveling nurses from reporting all of their overtime, and maintained a burdensome overtime approval process. The Plaintiffs further alleged that AMN and Kaiser failed to provide adequate meal and rest break relief, or meal and rest periods that were truly off-duty. AMN and Kaiser deny that they are engaged in any wrongful conduct or that they violated the law in any way.

3. Why Is This A Class Action?

In a class action lawsuit, one or more persons, called Class Representatives, sue on behalf of other people who have similar claims. All of the Class Members form a Class. One court resolves the issues for all Class Members. A Judge for the Northern District of California, The Honorable Joseph C. Spero, is in charge of this class action.

4. Why Is There A Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. That way, all parties avoid the risks and cost of a trial, and the people affected will receive compensation more quickly. The Class Representatives and their attorneys think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT

5. How Do I Know If I Am Part Of The Settlement?

The people who may be eligible for payments under the Settlement are called “Class Members” or “Settlement Class Members.” They are defined as individuals who worked for AMN as a traveling nurse at one or more Kaiser facilities in California during the applicable time period from September 11, 2013 to December 27, 2018. You are receiving this Notice because AMN’s records indicate you meet this definition—that is, that you worked for AMN as a traveling nurse at one or more Kaiser facilities in California during the applicable time period from September 11, 2013 to December 27, 2018. If you are still not sure whether you are entitled to the Settlement, please call (844) 367-8809.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What Does The Settlement Provide?

AMN has agreed to pay a total Settlement amount of twenty million dollars (\$20,000,000) to resolve this case. This total Settlement amount will provide for the following: (1) Individual Settlement Payments to the Class Members who do not exclude themselves from the Settlement (as described above, the Class Members are the traveling nurses who worked in one or more Kaiser facilities in California from September 11, 2013 to December 27, 2018); (2) the costs of administering the Settlement and processing the Settlement payments, currently estimated to be \$73,065; (3) an allocation to the Labor and Workforce Development Agency of \$75,000; (4) Service Awards of up to \$15,000 each to the three named plaintiffs; and (5) attorneys’ fees of up to one-third the total Settlement amount, plus reimbursement of costs, subject to approval by the Court.

The amount of the total Settlement that will be set aside to make the Individual Settlement Payments to the Class Member traveling nurses is called the “Net Settlement Amount.” The Net Settlement Amount will be distributed on a pro rata basis to each Class Member, who does not exclude himself or herself from the Settlement, based on the number of workweeks the Class Member has worked as an AMN traveling nurse in one or more Kaiser facilities in California from September 11, 2013 to December 27, 2018. This distribution formula is described in Sections 7 & 8 below.

Before the distribution to Class Members, \$50,000 of the Net Settlement Amount will be set aside to pay any late or unexpected claims from eligible Class Members who, through no fault of their own, may not have been previously located or identified by AMN’s records. If that money set aside to pay late or unexpected claims is not claimed, it will be distributed to a non-profit organization, Legal Aid at Work, which works to safeguard employment protections in the workplace.

You do **NOT** have to file a claim form to receive your payments under the Settlement.

7. How Will The Settlement Money Be Split Up?

Your individual share of the Settlement will be calculated based on your total workweeks while working as a traveling nurse for AMN in one or more Kaiser facility(ies) in California during the relevant time period of September 11, 2013 to December 27, 2018. The calculation will be performed in the following way:

First, the Net Settlement Amount will be divided by the total number of workweeks worked by all Participating Class Members, combined, as an AMN traveling nurse at one or more Kaiser facility(ies) in California from September 11, 2013 to December 27, 2018. This will establish the value for each workweek. Then, for each Participating Class Member, this workweek value will be multiplied by the number of workweeks during which he or she worked as an AMN traveling nurse at one or more Kaiser facility(ies) in California from September 11, 2013 to December 27, 2018. The result will be that Participating Class Member's Individual Settlement Payment.

8. How Much Of The Settlement Will I Receive?

As explained in Section 7 above, each Participating Class member will receive a portion of the Settlement based on the number of weeks he or she was working as a traveling nurse for AMN in one or more Kaiser facility(ies) in California from September 11, 2013 to December 27, 2018.

The mailed Notice you received shows the total number of weeks worked as a traveling nurse for AMN in one or more Kaiser facilities in California from September 11, 2013 to December 27, 2018 according to the contract and employment records kept by AMN.

The mailed Notice you received will also show your estimated Individual Settlement Payment based on these records and the distribution formula described in Section 7 above.

Please be aware that this amount is an estimate. The final amount you receive will depend on whether the Court approves the Settlement and how much attorneys' fees, costs, and Service Awards are paid from the Settlement, as explained below.

You will need to speak with an accountant or other tax professional about any tax implications of your Settlement checks.

9. What If The Information About My Compensation Printed On This Notice Is Incorrect?

The workweek information AMN provided for you is presumed to be accurate. If you disagree with the number of eligible workweeks printed in Section 8 above, you may dispute it. If you dispute the number of workweeks shown in AMN's records, you must explain your position to the Settlement Administrator in writing no later than **April 11, 2019**. Please mail your submission to:

Shaw, et al. v. AMN Services, LLC and Kaiser Foundation Hospitals, et al.
c/o Settlement Administrator
PO Box 58117
Philadelphia, PA 19102-8117

Please be sure to include with your submission any supporting documentation, such as your contracts, paystubs, or other records showing your total workweeks as an AMN traveling nurse working at one or more Kaiser facilities in California from September 11, 2013 to December 27, 2018. The Settlement Administrator will make a final determination regarding your Individual Settlement Payment after reviewing your submission, double checking AMN's records, and consultation with Defendants and Class Counsel.

10. What Am I Giving Up To Stay In The Class And Get Compensation?

Unless you submit a timely Request for Exclusion from the Settlement according to the instructions in Section 11 below, you will remain part of the Settlement Class. This means that you will be sent your Individual Settlement Payment without having to file any claim. It also means that you will not be able to sue, continue to sue, or be part of any other lawsuit or adjudicatory proceeding making the *same* claims made in *this* case. In addition, it means that all of the Court's orders in this case will apply to you and legally bind you with respect to the claims asserted in this case.

In particular, the Settlement provides that until the date the Court grants final approval of the Settlement, Class Members

Questions? Call (844) 367-8809 or Visit www.TravelingNurseSettlement.com

who do not submit a valid and timely Request for Exclusion, including their agents, affiliates, spouses, domestic partners, representatives, guardians ad litem, heirs, executors, administrators, successors, attorneys, and assigns, past, present and future, shall fully and finally waive, release, and forever discharge the Defendants, AMN and Kaiser, and any of their affiliates, employees, directors, officers, shareholders, agents, attorneys, successors and assigns from any and all claims, causes of action or obligations, whether known or unknown, which were pled or could have been pled based on the factual allegations regarding unpaid off-the-clock work and noncompliant meal and rest periods alleged in the most recent complaint in this case. This includes any claims arising from, or derivative of, the claims or factual allegations asserted in this case regarding Defendants' alleged practices regarding meal and rest periods and payment of wages for time worked. However, Class Members who are also class members in the lawsuit known as *Clarke v. AMN Services, LLC*, C.D. Cal. Case No. 2:16-cv-04132-DSF-KS ("*Clarke*"), will not release claims predicated on the alleged failure to include the value of per diem benefits paid in the employees' regular rates of pay when calculating the amount of overtime wages due.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How Do I Exclude Myself From This Settlement?

To exclude yourself from the Settlement, you must send a letter by U.S. mail (or express mail carrier) clearly saying that you have read this notice and want to be excluded from the Settlement Class in *Shaw, et al. v. AMN Services, LLC and Kaiser Foundation Hospitals, et al.*, Case No. 16-cv-02816-JCS. You must mail your exclusion request postmarked no later than **April 11, 2019**, to:

Shaw, et al. v. AMN Services, LLC and Kaiser Foundation Hospitals, et al.
c/o Settlement Administrator
PO Box 58117
Philadelphia, PA 19102-8117

You cannot exclude yourself on the phone or by e-mail. For a Request for Exclusion from the Settlement to be valid, it must: (i) set forth the name, mailing address, telephone number, e-mail address, and employee identification number or the last four digits of the Social Security Number of the Class Member requesting exclusion; (ii) be signed by the Class Member and reference the name of the Action, *Shaw v. AMN Services, LLC, et al.*, No. 3:16-cv-02816-JCS (N.D. Cal.); (iii) clearly state that the Class Member does not wish to be included in the Settlement; (iv) be returned to the Settlement Administrator at the above address; and (v) be postmarked on or before **April 11, 2019**. The postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

If you submit your request to be excluded, you will not get any benefits of the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. **However, if you request to exclude yourself, be aware that there will be a time limit to bring your claims that may expire.**

12. If I Don't Exclude Myself, Can I Sue Later?

No. Unless you exclude yourself, you give up the right to sue AMN and/or Kaiser for the claims that this Settlement resolves. You can still sue for other claims, just not for those claims that this Settlement resolves.

13. If I Exclude Myself, Can I Get The Benefits Of This Settlement?

No. If you exclude yourself from the Settlement Class you won't get any payments or benefits from this Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I Have A Lawyer In This Case?

The Court has decided that the law firm of Schneider Wallace Cottrell Konecky Wotkyns LLP is qualified to represent you and all Settlement Class Members. The law firm is called "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

15. Should I Get My Own Lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own expense.

16. How Will The Lawyers Be Paid?

Class Counsel will ask the Court for attorneys' fees of up to one third of the total settlement amount. Class Counsel will also seek reimbursement from the Settlement Fund of actual expenses they incurred in pursuing the lawsuit, such as costs for depositions, court reporters, expert fees, filing fees, mediation fees, and travel expenses. Class Counsel will file an application to the Court no later than February 25, 2019 setting forth their actual hours worked and attorneys' fees and expenses they will be seeking from the total settlement amount for their work on behalf of the Class Members. You can obtain a copy of Class Counsel's application for attorneys' fees and expenses after February 25, 2019 by visiting the website www.TravelingNurseSettlement.com or by contacting Class Counsel at (415) 421-7100.

17. Will There Be Service Awards To The Named Plaintiffs?

The Settlement also provides that three Class Representative Plaintiffs may apply for Service Awards of up to \$15,000 each in recognition for the significant time, effort and risks they took in prosecuting the case on behalf of the Class. The Court may award less than these amounts. The Plaintiffs will file an application to the Court no later than February 25, 2019 that discusses the work performed by the Class Representatives and the basis of the request for Service Awards. You can obtain a copy of this application after February 25, 2019 by visiting the website www.TravelingNurseSettlement.com or by contacting Class Counsel at (415) 421-7100.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

18. How Do I Tell The Court That I Like Or Don't Like The Settlement?

If you are a Settlement Class Member, you can tell the Court that you object to the Settlement, and/or Plaintiffs' application for attorneys' fees and costs or Service Awards, and think the Court should not approve them. You can also tell the Court that you like the Settlement, and that it should be approved. The Court will consider your views.

You can't ask the Court to order a different settlement; the Court can only approve or reject this Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing, signed and filed with the Court. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All objections and supporting papers must (a) include your full name, mailing address, telephone number, e-mail address, and signature, (b) clearly identify the case name and number (*Shaw, et al. v. AMN Services, LLC and Kaiser Foundation Hospitals, et al.*, Case No. 16-cv-02816-JCS), (c) state with specificity the reasons you object to the Settlement and whether you intend to appear at the fairness hearing with or without separate counsel, (d) state whether the objection applies only to you, to a specific subset of the class, or to the entire class, (e) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102-3489, or by filing them in person at any location of the United States District Court for the Northern District of California, and (f) be filed or postmarked on or before **April 11, 2019**. In addition, a copy of the objection must be served on counsel for both parties, which can be done by sending it to the Settlement Administrator at the address provided in Section 11 above, with a postmark on or before **April 11, 2019**. If you intend to appear at the fairness hearing through counsel, you must also state the identity of all attorneys representing you who will appear at the fairness hearing.

If you do not submit a written objection to the proposed Settlement or the application of Class Counsel for attorneys' fees, expenses, and Service Awards in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the fairness hearing and to appeal from any order or judgment of the Court concerning the matter.

19. What Is The Difference Between Objecting And Excluding Myself?

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

THE COURT'S FAIRNESS HEARING

20. When And Where Will The Court Decide To Approve The Settlement?

The Court will hold a fairness hearing on May 31, 2019 at 9:30 a.m., in Courtroom G, 15th Floor, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The judge may listen to people who have previously asked in writing to speak at the hearing. The judge may also decide how much to pay Class Counsel or whether to approve the requested Service Awards for the named Plaintiffs and Settlement Class Members that worked on this case. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take for the Court to make its decision.

21. Do I Have To Come To The Hearing?

No. Class Counsel will answer questions that the judge may have. But you are welcome to come at your own expense. If you file an objection, you do not have to come to court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may pay your own lawyer to attend the hearing, but it is not necessary.

22. May I Speak At The Hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the hearing about the proposed Settlement or the application of Plaintiffs' counsel for attorneys' fees, expenses and Service Awards. To do so, you must send a letter saying that it is your intention to appear at the fairness hearing in *Shaw, et al. v. AMN Services, LLC and Kaiser Foundation Hospitals, et al.*, Case No. 16-cv-02816-JCS. The letter must state the position you intend to present at the hearing, state the identities of all attorneys who will represent you (if any), and include your full name, address, telephone number, and signature. You must send your notice to the address identified in Section 18, such that it is *postmarked* no later than **April 11, 2019**. You cannot speak at the hearing if you exclude yourself from the Class.

IF YOU DO NOTHING

23. What Happens If I Do Nothing At All?

If you do nothing, you will receive the Settlement payments if the Court approves the Settlement.

GETTING MORE INFORMATION

24. Are There More Details About The Settlement?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement agreement available at www.TravelingNurseSettlement.com or by contacting class counsel at (415) 421-7100. You may also access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102-3489, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

25. How Do I Get More Information?

You can receive more information about this litigation and Settlement by calling (844) 367-8809, or visiting the website www.TravelingNurseSettlement.com **PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**