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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ROBERT SHAW, SHARON DAVIS,
JENNIFER CORONA TEITELBAUM,
LORENZO HOLMES, and CANDY
KUCHARSKI, individually and on behalf of
all others similarly situated, and as a proxy
of the State of California on behalf of
aggrieved employees,

Plaintiffs,

v.

AMN SERVICES, LLC, KAISER
FOUNDATION HOSPITALS, SOUTHERN
CALIFORNIA PERMANENTE MEDICAL
GROUP, INC., and THE PERMANENTE
MEDICAL GROUP, INC.

Defendants.

Case No. 3:16-cv-02816-JCS

Judge: Hon. Joseph C. Spero

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT
AGREEMENT AND RELEASE**

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**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AGREEMENT AND RELEASE**

This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Robert Shaw, Jennifer Corona Teitelbaum, and Candy Kucharski (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated, and Defendants AMN Services, LLC (“AMN”) and Kaiser Foundation Hospitals, Southern California Permanente Medical Group, Inc., and The Permanente Medical Group, Inc. (collectively, “Kaiser”) (AMN and Kaiser are collectively referred to herein as “Defendants” or “Released Parties”).

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BACKGROUND

This lawsuit arises from an action entitled *Shaw v. AMN Services, LLC, et al*, N.D. Cal. Case No. 3:16-cv-02816-JCS (the “Action”). The Action is a certified class action brought on behalf of traveling nurses employed by AMN who were placed by AMN in temporary assignments at Kaiser medical facilities in California. Plaintiffs allege that Defendants violated California law by failing to pay class members for all overtime hours worked and failing to provide class members with legally compliant meal and rest periods. On this basis, plaintiffs bring claims for unpaid wages, failure to provide meal and rest periods, inaccurate wage statements, failure to maintain pay records, failure to pay final wages, unfair competition and civil penalties under the Private Attorneys General Act (“PAGA”).

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On July 5, 2018, the Court certified a class of all traveling nurses who worked in the job position(s) of Registered Nurse, Licensed Practical Nurse, or another nursing position for AMN and/or Kaiser, in one or more Kaiser facilities in California since September 11, 2013.

1 The Parties subsequently mediated their claims before Jeffrey A. Ross on October
2 2, 2018. As a result of mediation and arm’s-length negotiations, the Parties reached this
3 Settlement Agreement.

4 **DEFINITIONS**

5 The following definitions are applicable to this Settlement Agreement.
6 Definitions contained elsewhere in this Settlement Agreement will also be effective.

- 7 1. “Class Counsel” means Schneider Wallace Cottrell Konecky Wotkyns LLP.
8 2. “Class Member(s)” or “Settlement Class” means all traveling nurses who
9 worked in the job position(s) of Registered Nurse, Licensed Practical Nurse, or another
10 nursing position for AMN and/or Kaiser, in one or more Kaiser facilities in California
11 from September 11, 2013 through the date the Court enters an order preliminarily
12 approving the settlement.
13 3. “Class Period” means the period from September 11, 2013 through the date
14 the Court enters an order preliminarily approving the settlement.
15 4. “Court” means the United States District Court for the Northern District of
16 California.
17 5. “Defendants” or “Released Parties” means Defendants and all of their
18 present and former parents, subsidiaries, affiliates, and joint ventures, and all of their
19 shareholders, members, managers, officers, officials, directors, employees, agents,
20 servants, registered representatives, attorneys, insurers, successors, and assigns, and any
21 other persons acting by, through, under, or in concert with any of them.
22 6. “Effective Date” means (i) if there is an objection(s) to the settlement that
23 is not subsequently withdrawn, then the date upon the expiration of time for appeal of
24 the Court’s final approval order; or (ii) if there is a timely objection(s) and appeal by an
25 objector(s), then after such appeal(s) is dismissed or the Court’s final approval order is
26 affirmed on appeal; or (iii) if there are no timely objections to the settlement, or if any
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1 objections which were filed are withdrawn before the date of final approval, then the
2 date of the Court's order granting final approval of the Settlement.

3 7. "Plaintiffs" or "Class Representatives" refers to Robert Shaw, Jennifer
4 Corona Teitelbaum, and Candy Kucharski. Plaintiff Sharon Davis, who is not a class
5 member and whose claims have been severed and stayed until the class claims are
6 resolved, is not a signatory to this agreement and is not releasing any claims by virtue of
7 this agreement.

8 8. "Gross Settlement Amount" is \$20 million, which consists of (i) \$18.7
9 million; plus (ii) \$1.3 million of the agreed-upon settlement amount from *Clarke v. AMN*
10 *Services, LLC*, C.D. Cal. Case No. 2:16-cv-04132-DSF-KS ("Clarke"), which amount is
11 attributable to the wage statement claims of (a) the *Clarke* class members who also are
12 class members in *Shaw* and (b) the *Shaw* class members who are not members of the
13 *Clarke* class.¹ The Gross Settlement Amount includes: (a) all Individual Settlement
14 Payments to Participating Class Members; (b) the Private Attorneys' General Act
15 ("PAGA") penalties; (c) the Class Representative Enhancement Payments; (d)
16 Attorneys' Fees and Costs to Class Counsel, and (e) Settlement Administration Costs to
17 the Settlement Administrator. Except for the employer's portion of payroll taxes on
18 Individual Settlement Payments to Participating Class Members ("Employer's Payroll
19 Taxes"), the Parties agree that Defendants will have no obligation to pay any amount in
20 connection with this Settlement Agreement apart from the Gross Settlement Amount.
21 There will be no reversion.

22 9. "Individual Settlement Payment" means a Participating Class Member's
23 share of the Net Settlement Amount.
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26 ¹ As a result of the \$1.3 million of the *Clarke* settlement being transferred to this settlement, the
27 settlement amount in *Clarke*, originally \$2.6 million, will be reduced to \$1.3 million. Nothing in this
28 Agreement or the Memorandum of Understanding ("MOU") is intended to or will be construed to
further reduce the settlement amount in *Clarke*, or to modify or alter the MOU or settlement agreement
reached in *Clarke*, other than to reduce the settlement amount from \$2.6 million to \$1.3 million.

1 10. “Net Settlement Amount” means the Gross Settlement Amount less
2 deductions for the PAGA penalties, Class Representative Enhancement Payment,
3 Attorneys’ Fees and Costs, Settlement Administration Costs, and Reserve Fund.

4 11. “Notice of Class Action Settlement” means the notice of settlement,
5 attached as Exhibit A, to be mailed to all members of the Settlement Class upon
6 Preliminary Approval.

7 12. “Participating Class Members” means all Class Members who do not
8 submit valid Requests for Exclusion.

9 13. “Preliminary Approval” means the Court order granting preliminary
10 approval of the Settlement Agreement.

11 14. “Released Claims” means all claims released by Plaintiffs and Class
12 Members, as defined below.

13 15. “Released Claims Period” means the period from September 11, 2013
14 through the date the Court grants Final Approval of the Settlement.

15 16. “Reserve Fund” means an allocation from the Gross Settlement Fund that
16 is set aside to address the contingency that there may be some Settlement Class
17 Members who are not identified and/or located before the Notice of Class Action
18 Settlement and/or the initial Distribution of Individual Settlement Payments, but who
19 nonetheless may be subsequently located and/or make a valid claim for a Settlement
20 Payment. The parties agree to allocate \$50,000 of the Gross Settlement Amount to be
21 placed in the Reserve Fund, which will be maintained by the Settlement Administrator
22 for 180 days after the Effective Date. After expiration of the 180-day period, the
23 Settlement Administrator will distribute the Reserve Fund to particular Settlement Class
24 Members who it determines, after consultation with the Parties, are entitled to such
25 awards. After all such entitlements have been accounted for and paid, the Settlement
26 Administrator will distribute any unused Reserve Fund money to a court-approved *cy*
27 *pres* recipient.
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2 17. “Response Deadline” means the deadline by which Class Members must
3 postmark to the Settlement Administrator Requests for Exclusion or Objections to the
4 Settlement. The Response Deadline will be forty-five (45) calendar days from the initial
5 mailing of the Notice of Class Action Settlement by the Settlement Administrator, unless
6 the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline
7 will be extended to the next day on which the U.S. Postal Service is open.

8 18. “Settlement Administrator” means the third-party class action settlement
9 administrator appointed by the Court and approved by the Parties for the purpose of
10 administering this Settlement. The Parties have agreed to Heffler Claims Group as the
11 Settlement Administrator to present to the Court for approval. The Parties each
12 represent that they do not have a financial interest in the Settlement Administrator or
13 otherwise have a relationship with the Settlement Administrator that could create a
14 conflict of interest. If for any reason the Heffler Claims Group does not become the
15 Settlement Administrator, then all references to the Settlement Administrator in this
16 Agreement shall be deemed to refer to the Settlement Administrator actually appointed.
17 If any Court-appointed Settlement Administrator becomes unable to perform as
18 Settlement Administrator, then the parties will meet and confer in good faith to agree
19 upon and present another Settlement Administrator to the Court for approval.

20 19. “Workweeks” means the number of calendar weeks during which the Class
21 Member worked in a nursing position for AMN at a Kaiser facility in California during
22 the Class Period as calculated by the Settlement Administrator and rounded up to the
23 nearest whole number.

24 **TERMS OF THE AGREEMENT**

25 Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree
26 as follows:
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1 20. Acknowledgement that the Settlement Is Fair and Reasonable. The Parties
2 believe this Settlement Agreement is fair, adequate, and reasonable and have arrived at
3 this Settlement after arm's-length negotiations and in the context of adversarial action,
4 including depositions and extensive exchange of documents and data relating to Class
5 Members, and taking into account all relevant factors, present and potential. The Parties
6 further acknowledge that they are each represented by competent counsel and that they
7 have had an opportunity to consult with their counsel regarding the fairness and
8 reasonableness of this Settlement. The parties also engaged an experienced and highly
9 respected mediator, Jeffrey A. Ross, to facilitate a possible resolution. At the conclusion
10 of mediation and after evaluating the Parties' extensive submissions and arguments, Mr.
11 Ross made a "Mediator's Proposal," which the Parties accepted. The Parties agree that
12 the mediator may execute a declaration supporting the reasonableness of the Settlement
13 and that the Court may, in its discretion, contact the mediator to discuss the Settlement
14 and whether it is fair and reasonable.

15 21. Non-Admission of Liability. The Parties enter into this Settlement to
16 resolve the dispute that has arisen between them and to avoid the burden, expense and
17 risk of continued litigation. In entering into this Settlement, Defendants do not admit,
18 and specifically deny, that they violated any federal, state, or local law; violated any
19 regulations or guidelines promulgated pursuant to any statute or any other applicable
20 laws, regulations or legal requirements; violated or breached any duty; or engaged in
21 any other unlawful conduct with respect to the Class Members. Defendants are
22 agreeing to this Settlement solely to eliminate the substantial burden, expenses, and
23 uncertainties of further litigation and the concomitant distraction of resources and
24 efforts from their respective businesses. Neither this Settlement, nor any of its terms or
25 provisions, nor any of the negotiations connected with it, will be construed as an
26 admission or concession by Defendants of any such violations or failures to comply
27 with any applicable law. The Parties understand that there are no admissions of liability
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1 by Defendants and the Parties shall, in good faith, endeavor to communicate the terms
2 of the Settlement in a manner that is respectful of the fact that no final adjudication of
3 fault was determined by a court or jury.

4 Except as necessary in a proceeding to enforce the terms of this Settlement, this
5 Settlement and its terms and provisions will not be offered or received as evidence in
6 any action or proceeding to establish any liability or admission on the part of
7 Defendants or to establish the existence of any condition constituting a violation of, or a
8 non-compliance with, federal, state, local or other applicable law. This Agreement may
9 be filed and used in other proceedings, where relevant, to demonstrate the fact of its
10 existence and of this Settlement, including, but not limited to, Released Parties filing the
11 Agreement and/or the Final Approval Order and Judgment in any other action that may
12 be brought against them in order to support a defense or counterclaim based on
13 principles of *res judicata*, collateral estoppel, release, waiver, or any other theory of
14 claim preclusion or issue preclusion or similar defense or counterclaim.

15 22. Waiver and Release. Plaintiffs and all Class Members who do not submit a
16 valid and timely Request for Exclusion, including their agents, affiliates, spouses,
17 domestic partners, representatives, guardians ad litem, heirs, executors, administrators,
18 successors, attorneys, and assigns, past, present and future, shall, for the Released
19 Claims Period, fully and finally waive, release, and forever discharge the Released
20 Parties from any and all claims (i) asserted in the Action, including in the Second
21 Amended Class Action Complaint filed on September 29, 2017, or (ii) arising from, or
22 derivative of, the claims or factual allegations asserted in the Action regarding
23 Defendants' alleged practices regarding meal and rest periods and payment of wages for
24 time worked, except that Class Members who are also class members in the *Clarke*
25 lawsuit referenced above will not release claims predicated on the alleged failure to
26 include the value of per diem benefits paid in the employees' regular rates of pay when
27 calculating the amount of overtime wages due (i.e., claims the *Clarke* court rejected on
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1 summary judgment, which ruling the *Clarke* plaintiffs intend to appeal) (“Released
2 Claims”). With respect to claims asserted under California Labor Code Section 203, the
3 release herein will apply to all class members, regardless of whether AMN has
4 designated them as “terminated,” but will not include the Section 203 claim in *Clarke* to
5 the extent based on the per diem/regular rate theory asserted in that case.

6 The Released Claims include, but are not limited to, any claims, rights, demands,
7 liabilities, and causes of action of any kind or nature in law or in equity, under any
8 theory, whether contract, common law, constitutional, statutory or otherwise, of any
9 jurisdiction, foreign or domestic, whether known or unknown, anticipated or
10 unanticipated, but solely limited to the facts alleged in this action including for failure to
11 pay wages for all hours worked, failure to provide meal and rest periods, failure to
12 provide accurate wage statements, failure to timely pay final wages, failure to keep
13 accurate payroll records, and violations of the California Labor Code and Business and
14 Professions Code Section 17200 that flow from the claims above, and for damages,
15 restitution, penalties, interest, costs, attorneys’ fees, expenses, equitable relief, injunctive
16 relief, and any other relief.

17 This waiver and release will be final and binding on the Effective Date, and will
18 have every preclusive effect permitted by law. With respect to the Released Claims
19 only, on the Effective Date, Plaintiffs and Class Members who do not submit a valid and
20 timely Request for Exclusion will be deemed expressly to have waived the provisions,
21 rights, and benefits of California Civil code section 1542, which provides:

22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
23 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
24 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN
25 BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
26 SETTLEMENT WITH THE DEBTOR.

1 With respect to the Released Claims only, Plaintiffs and Class Members hereafter
2 may discover facts in addition to or different from those which they now know or
3 believe to be true with respect to some or all of the Released Claims (including
4 unknown claims as defined above), but Plaintiffs and each Class Member will be
5 deemed as of the Effective Date to have fully and finally released, discharged, and
6 settled all Released Claims (including unknown claims as defined above), suspected or
7 unsuspected, contingent or non-contingent, whether or not concealed or hidden, which
8 have existed, now exist, or come into existence in the future as defined above.

9 Plaintiffs and Settlement Class members will not file, and will not request any
10 other party or entity to file on their behalf, any claim, complaint, charge or request for
11 damages or any other relief released above, including with any local, state, or federal
12 governmental or quasi-governmental agency or any state, administrative, or federal
13 court, or any licensing or accreditation organization, against the Released Parties.

14 23. Release of Additional Claims and Rights by Class Representative Plaintiffs.
15 On the Effective Date, and as a condition of receiving any portion of their Class
16 Representative Enhancement Payment, the Class Representative Plaintiffs will agree to
17 the additional following General Release: In consideration of Defendants' promises and
18 agreements as set forth herein, the Class Representative Plaintiffs hereby fully release
19 the Released Parties from any and all Released Claims and also generally release and
20 discharge the Released Parties from any and all claims, demands, obligations, causes of
21 action, rights, or liabilities of any kind which have been or could have been asserted
22 against the Released Parties during the Released Claims Period. This general release
23 includes, but is not limited to claims arising out of or relating to Plaintiffs' employment
24 (or alleged employment) by Defendants and/or the termination thereof, including but
25 not limited to any and all claims for violation of any section of the California Labor
26 Code and/or Wage Orders; violation of the Fair Labor Standards Act ("FLSA"); failure
27 to pay wages, benefits, vacation pay, severance pay, final pay, or other compensation of
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1 any sort; fraud; intentional or negligent misrepresentation; breach of contract;
2 promissory estoppel; wrongful termination; retaliation; violation of public policy;
3 breach of implied covenant of good faith and fair dealing; defamation; unlawful effort to
4 prevent employment; sexual harassment; discrimination on the basis of race, color, sex,
5 national origin, ancestry, religion, age, disability, handicap, medical condition, marital
6 status or any other protected class; any claim under the Fair Credit Reporting Act,
7 California Consumer Credit Reporting Agencies Act, California Investigative Consumer
8 Reporting Agencies Act, or other laws regarding background checks; any claim under
9 Title VII of the Civil Rights Act of 1964 (Title VII, as amended), 42 U.S.C. §§ 2000, *et*
10 *seq.*; the Americans with Disabilities Act (“ADA”), the Age Discrimination in
11 Employment Act (“ADEA”), the Older Workers Benefit Protection Act (“OWBPA”), 29
12 U.S.C. § 626(f); the California Fair Employment and Housing Act (“FEHA”), or
13 California Government Code §§ 12940 *et seq.*; violation of the Consolidated Omnibus
14 Budget Reconciliation Act of 1985 (“COBRA”); violation of the Occupational Safety
15 and Health Act (“OSHA”) or any other health and/or safety laws, statutes or regulations;
16 violation of the Employment Retirement Income Security Act of 1974 (“ERISA”);
17 violation of the Internal Revenue Code; any other claim arising from employment or
18 termination of employment; or other common law or tort matters and all other claims
19 under federal, state or local law. This release specifically includes any and all claims,
20 demands, obligations and/or causes of action for damages, restitution, penalties,
21 injunctive or equitable relief, interest, and attorneys’ fees and costs (except provided by
22 the Settlement Agreement) relating to or in any way connected with the matters referred
23 to herein, whether or not known or suspected to exist, and whether or not specifically or
24 particularly described herein. Specifically, Plaintiffs waive all rights and benefits
25 afforded by California Civil Code Section 1542, which provides:

26 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
27 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
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1 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN
2 BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
3 SETTLEMENT WITH THE DEBTOR.

4 24. Individual Settlement Payment Calculations. Individual Settlement
5 Payments will be calculated and apportioned from the Net Settlement Amount based on
6 the number of Workweeks a Participating Class Member worked during the Class
7 Period. Specific calculations of Individual Settlement Payments will be made as
8 follows: The Settlement Administrator will calculate the total number of Workweeks
9 worked by each Participating Class Member during the Class Period and the aggregate
10 total number of Workweeks worked by all Participating Class Members during the Class
11 Period. To determine each Participating Class Member's "Individual Settlement
12 Payment," the Settlement Administrator will use the following formula: The Net
13 Settlement Amount will be divided by the aggregate total number of Workweeks,
14 resulting in the "Workweek Value." Each Participating Class Member's "Individual
15 Settlement Payment" will be calculated by multiplying that Class Member's total
16 number of Workweeks by the Workweek Value. (For purposes of calculating the
17 estimate Individual Settlement Payments to be inserted in the Notices of Class Action
18 Settlement, the Settlement Administrator will perform the calculation based on Class
19 Member and aggregate Class Member workweeks, rather than the individual and
20 aggregate workweeks for Participating Class Members.) The Individual Settlement
21 Payment will be reduced by appropriate tax withholdings or deductions. The Parties
22 agree that the formula described herein is reasonable and that the payments are designed
23 to provide a fair settlement to each Settlement Class Member in light of the
24 uncertainties regarding the compensation alleged to be owed and the calculation of such
25 amounts.

26 25. Attorneys' Fees and Costs. Class Counsel will seek an award of Attorneys'
27 Fees and Costs of not more than one-third of the Gross Settlement Fund, or Six Million
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1 Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
2 (\$6,666,666.67) in attorney's fees, plus reasonable litigation costs (including any expert
3 costs), and Defendants agree not to oppose such application. These amounts include,
4 without limitation, all time expended by Class Counsel in defending and preparing the
5 Settlement Agreement and securing Preliminary Approval or Final Approval (including
6 any appeals therein), and there will be no additional charge of any kind to either the
7 Settlement Class Members or Defendants for such work.

8 All Attorneys' Fees and Costs will be paid from the Gross Settlement Amount.
9 Plaintiffs and Class Counsel will not have the right to revoke this Settlement in the
10 event that the Court does not approve the amount of Attorneys' Fees and Costs sought
11 by Class Counsel. If the Court reduces the requested attorneys' fees, costs and
12 expenses, any such reduction will be applied to the Net Settlement Amount.

13 26. Class Representative Enhancement Payment. Plaintiffs will apply to the
14 Court for a Class Representative Enhancement Payment of not more than Fifteen
15 Thousand Dollars (\$15,000) each for their effort and work in prosecuting the Action on
16 behalf of Class Members, and Defendants agree not to oppose such application. The
17 Class Representative Enhancement Payment, which will be paid from the Gross
18 Settlement Amount, will be in addition to Plaintiffs' right to an Individual Settlement
19 Payment. Plaintiffs will be solely and legally responsible to pay any and all applicable
20 taxes on the payments made pursuant to this paragraph and will hold Defendants
21 harmless from any claim or liability for taxes, penalties, or interest arising as a result of
22 the payments. Plaintiffs will not have the right to revoke this Settlement in the event
23 that the Court does not approve the amount sought by Plaintiffs as a Class
24 Representative Enhancement Payment.

25 27. Labor and Workforce Development Agency Payment. Subject to Court
26 approval, the Parties agree that the amount of One Hundred Thousand Dollars
27 (\$100,000) from the Gross Settlement Amount will be paid in settlement of all
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1 individual and representative claims brought in the Action by or on behalf of Plaintiffs
2 and Class Members and aggrieved parties under the Labor Code Private Attorneys
3 General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., “PAGA”). Pursuant to PAGA,
4 Seventy-Five Percent (75%), or Seventy-Five Thousand Dollars (\$75,000), of this sum
5 will be paid to the Labor and Workforce Development Agency (“LWDA”) and Twenty-
6 Five Percent (25%), or Twenty-Five Thousand Dollars (\$25,000), will remain in the Net
7 Settlement Amount.

8 28. Settlement Administration Costs. Subject to Court approval, the Settlement
9 Administrator will be paid for the reasonable costs of administration of the Settlement
10 and calculation and distribution of payments, which barring unusual or unforeseen
11 circumstances, is not estimated to exceed \$69,050. These costs, which will be paid from
12 the Gross Settlement Amount, will include, inter alia, the required tax reporting on the
13 Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, preparing,
14 distributing, and tracking Notices of Class Action Settlement, confirming/auditing
15 claims for payments for compliance with the Settlement, calculating and distributing all
16 payments to be made pursuant to the Settlement, calculating and at Defendants’ option
17 making the payments with respect to the Employer’s share of Payroll Taxes, providing
18 notice of this Settlement to the Office of the Attorneys General of the United States and
19 of all states where Class Members currently reside, and providing reports and
20 declarations.

21 29. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the
22 Court to request the Preliminary Approval of the Settlement Agreement, and the entry of
23 a Preliminary Approval Order for: (i) preliminary approval of the proposed Settlement
24 Agreement, and (ii) setting a date for a Final Approval/Settlement Fairness Hearing.
25 The Preliminary Approval Order will provide for the Notice of Class Action Settlement
26 to be sent to all Class Members as specified herein. In conjunction with the Preliminary
27 Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the
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1 terms of this Settlement, and will include the proposed Notice of Class Action
2 Settlement.

3 30. Class Certification. If, for any reason, the Settlement is not approved,
4 Defendants will not be deemed to have waived or limited any objections or defenses to
5 ongoing certification of the Class, including, without limitation, any arguments for
6 decertification of the Class in whole or in part.

7 31. Delivery of the Class List. “Class List” means a complete list of all Class
8 Members that AMN will diligently and in good faith compile from its records. The
9 Class List will include the following information from AMN’s records: each Class
10 Member’s full name; most recent mailing address and telephone number; Social
11 Security number; e-mail address (where available); and number of Workweeks as a
12 Class Member or the relevant dates from which the Settlement Administrator can
13 calculate the number of Workweeks. Within fourteen (14) calendar days of Preliminary
14 Approval, AMN will provide the Class List to the Settlement Administrator; Class
15 Counsel will not receive a copy of the list. Class Counsel may obtain information from
16 the Class List, except for Social Security numbers, to the extent necessary to help
17 resolve disputes or questions that may arise during settlement administration or to
18 otherwise fulfill their duties to the Settlement Class. The Settlement Administrator shall
19 not use the Class List or any information contained therein for any purpose other than to
20 administer the Settlement in accordance with this Agreement. Upon completion of the
21 administration of the Settlement, the Settlement Administrator shall destroy the Class
22 List and any information contained therein or return it and all copies to AMN.

23 32. Notices of Class Action Settlement. Within thirty (30) calendar days after
24 receiving the Class List from AMN, the Settlement Administrator will mail a Notice of
25 Class Action Settlement to all Class Members via regular First-Class U.S. Mail, using
26 the most current, known mailing addresses identified in the Class List. The Settlement
27 Administrator also will e-mail a Notice of Class Action Settlement to Class Members
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1 for whom a valid e-mail address is provided in the Class List. The Notice of Class
2 Action Settlement will be in the form attached as Exhibit A, or as provided by Court
3 order, and will include, but not be limited to, information regarding the nature of the
4 Action; the definition of the Settlement Class; a summary of the substance of the
5 Settlement, including Defendants' denial of liability; the Class Member's dates of
6 employment and total number of Workweeks; the aggregate total number of Workweeks
7 worked by all Class Members during the Class Period; the formula for calculating the
8 Class Member's Individual Settlement Payment; the procedure and time period for
9 objecting to the Settlement and participating in the Final Approval hearing; how
10 settlement payments will be calculated; a statement that the Court has preliminarily
11 approved the Settlement; a statement that Class Members will release the settled claims
12 unless they opt out; and information regarding the opt-out procedure. Pursuant to the
13 Class Action Fairness Act, the Settlement Administrator will also provide notice of this
14 Settlement to the Office of the Attorneys General of the United States and of all states
15 where Class Members currently reside.

16 33. Confirmation of Contact Information. Prior to mailing, the Settlement
17 Administrator will perform a search based on the National Change of Address Database
18 for information to update and correct for any known or identifiable address changes.
19 Any Notices of Class Action Settlement returned to the Settlement Administrator as
20 non-deliverable on or before the Response Deadline will be sent promptly via regular
21 First-Class U.S. Mail to the forwarding address affixed thereto, and the Settlement
22 Administrator will indicate the date of such re-mailing on the Notice of Class Action
23 Settlement. If no forwarding address is provided, the Settlement Administrator will
24 promptly attempt to determine the correct address using an Accurant search/skip-trace,
25 and will then perform a single re-mailing. With regard to any Class Member whose
26 Notice of Class Action Settlement is returned as non-deliverable, and for whom the
27 Settlement Administrator is unable to determine a reliable address using reasonable and
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1 customary methods, their Individual Settlement Payment will be placed by the
2 Settlement Administrator in the Reserve Fund.

3 34. Disputed Information on Notices of Class Action Settlement. Class
4 Members will have an opportunity to dispute their employment dates and/or their
5 number of Workweeks as stated in their Notices of Class Action Settlement, provided
6 they file a dispute with the Settlement Administrator in writing postmarked on or before
7 the Response Deadline. To the extent that Class Members dispute their employment
8 dates and/or the number of Workweeks, Class Members may produce evidence to the
9 Settlement Administrator showing that such information is inaccurate. The Settlement
10 Administrator will advise the Parties of such dispute, allow Defendants ten (10)
11 business days after being notified in writing to respond with any additional information
12 or records, and then decide the dispute. AMN's records will be presumed correct, but
13 the Settlement Administrator will evaluate the evidence submitted by the Class Member
14 and will make the final decision as to the merits of the dispute.

15 35. Requests for Exclusion. Any Class Member who does not affirmatively opt
16 out of the Settlement Agreement by submitting a timely and valid Request for Exclusion
17 will be bound by all of the Settlement Agreement's terms, including those pertaining to
18 the Released Claims, as well as any Judgment that may be entered by the Court if it
19 grants final approval of the Settlement. Any Class Member wishing to opt-out from the
20 Settlement Agreement must sign and postmark a written "Request for Exclusion" to the
21 Settlement Administrator on or before the Response Deadline. The Request for
22 Exclusion must: (i) set forth the name, mailing address, telephone number, e-mail
23 address, and the Class Member's employee identification number or the last four digits
24 of the Social Security Number of the Class Member requesting exclusion; (ii) be signed
25 by the Class Member and reference the name of the Action, *Shaw v. AMN Services,*
26 *LLC, et al.*, No. 3:16-cv-02816-JCS (N.D. Cal.); (iii) clearly state that the Class Member
27 does not wish to be included in the Settlement; (iv) be returned to the Settlement
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1 Administrator; and (v) be postmarked on or before the Response Deadline. The
2 postmark date will be the exclusive means to determine whether a Request for
3 Exclusion has been timely submitted. The Class Representatives, Class Counsel,
4 Defendants, and Defendants' Counsel shall not solicit or encourage any Class Member,
5 directly or indirectly, to opt out of the Settlement Agreement. Any such action or
6 attempt to do so will be deemed a material breach of the Agreement. No person shall
7 purport to exercise any exclusion rights for any other person, or purport to exclude any
8 other Class Member as part of a group, aggregate or class involving more than one
9 Class Member, or as an agent or representative. Any such purported exclusion shall be
10 void and the person that is the subject of the purported opt-out shall be treated as a Class
11 Member and be bound by the Settlement. The Settlement Administrator shall deliver to
12 Class Counsel and Defendants' Counsel copies of all Requests for Exclusion received
13 by the Settlement Administrator, together with copies of all written revocations of
14 Requests for Exclusion received, no later than eight (8) days after the Response
15 Deadline, or at such other time as the Parties may mutually agree in writing.

16 36. Defective Submissions. If a Class Member's Request for Exclusion is
17 defective as to the requirements listed herein, that Class Member will be given an
18 opportunity to cure the defect(s). The Settlement Administrator will attempt to contact
19 the Class Member by telephone and send the Class Member a cure letter by mail and
20 email within three (3) business days of receiving the defective submission to advise the
21 Class Member that his or her submission is defective and that the defect must be cured
22 to render the Request for Exclusion valid. The Class Member will have until (i) the
23 Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,
24 whichever date is later, to postmark a revised Request for Exclusion. If the revised
25 Request for Exclusion is not postmarked within that period, it will be deemed untimely.

26 37. Objection Procedures. To object to the Settlement Agreement
27 ("Objection"), a Class Member must sign and file a written Objection to the Settlement
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1 Agreement by either (a) sending it to the Court with a postmark on or before the
2 Response Deadline, or (b) filing it with the Court on or before the Response Deadline.
3 In order for the Objection to be valid, the Objection must: (a) include the objector's full
4 name address, e-mail address, and telephone number; (b) be signed by the Class
5 Member; (c) reference the name of the Action, *Shaw v. AMN Services, LLC, et al.*, No.
6 3:16-cv-02816-JCS (N.D. Cal.); (d) state all grounds for the Objection, including
7 without limitation, demonstrating standing to object (i.e. membership in the Class),
8 whether the Class Member or their lawyer intends to appear at the Final Approval
9 Hearing, and include any written material on which their objection is based or on which
10 they intend to rely; (e) either mailed to the Court with a postmark on or before the
11 Response Deadline or filed with the Court on or before the Response Deadline; and (f)
12 sent to the Settlement Administrator with a postmark on or before the Response
13 Deadline. The postmark or filing date of the objection, whichever is earlier, will be
14 deemed the exclusive means for determining that the Objection is timely. The Parties
15 have the right to conduct reasonable discovery as to the basis of any Objection on an
16 expedited basis. Class Members who fail to object in the manner specified above will
17 be deemed to have waived all objections to the Settlement and will be foreclosed from
18 making any objections, whether by appeal or otherwise, to the Settlement Agreement.
19 Only Class Members who submit timely Objections as specified above will have a right
20 to appear at the Final Approval Hearing in order to have their objections heard by the
21 Court but a Class Member who files a timely objection as described above need not
22 appear to have their Objection considered by the Court. At no time will the Class
23 Representatives, Class Counsel, Defendants, or Defendants' Counsel seek to solicit or
24 otherwise encourage Class Members to submit Objections to the Settlement Agreement
25 or appeal from the Order and Judgment. Any such action or attempt to do so will be
26 deemed a material breach of the Agreement. Class Counsel will not represent any Class
27 Members with respect to any such Objections to this Settlement.
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1 38. Settlement Administration. The Settlement Administrator shall administer
2 the Settlement subject to the supervision of Class Counsel, Defendants' Counsel, and the
3 Court as circumstances may require. The parties and their Counsel shall have no
4 responsibility for, interest in, or liability whatsoever, with respect to: (a) any act,
5 omission, or determination of the Settlement Administrator, the opposing Counsel, or
6 designees or agents of the Settlement Administrator or opposing Counsel; (b) any act,
7 omission, or determination of the opposing Counsel or their designees or agents in
8 connection with the administration of the Settlement; (c) the management, investment,
9 or distribution of the Settlement Amount or the Distributable Settlement Amount; or (d)
10 the determination, administration, calculation, or payment of any claims asserted against
11 the Settlement Amount or the Distributable Settlement Amount. The Settlement
12 Administrator shall provide such information as may be reasonable requested by
13 Plaintiffs or Defendants relating to administration of this Agreement.

14 39. Reports Regarding Settlement Administration. The Settlement
15 Administrator will provide Defendants' counsel and Class Counsel a weekly report that
16 certifies the number of Class Members who have submitted valid Requests for
17 Exclusion, Objections, and disputes regarding employment dates and/or Workweeks
18 calculations. Additionally, the Settlement Administrator will provide to counsel for both
19 Parties any updated reports regarding the administration of the Settlement Agreement as
20 needed or requested and will immediately forward to the Parties any objections mailed
21 to the Claims Administrator.

22 40. Rights of Termination. Except as set forth above, if the Court or, in the
23 event of an appeal, any appellate court refuses to approve, or modifies, any material
24 aspect of this Agreement or the proposed Preliminary Approval Order or Final Approval
25 Order and Judgment, including but not limited to any judicial findings included therein,
26 Plaintiffs or Defendants may terminate this Agreement and the Settlement as set forth
27 below. The Parties Acknowledge and agree that any modification to the terms of this
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1 Agreement relating to the scope of the release, or to Defendants' financial obligations,
2 shall be deemed a material modification constituting grounds for cancellation or
3 termination of the Agreement and the Settlement.

4 Within fifteen (15) days of the Settlement Administrator receiving notice from
5 any Party of such termination or failure, (i) the Settlement Administrator shall return the
6 balance of the settlement fund, including any interest, to Defendants, and (ii) the
7 Settlement Administrator shall provide the Parties with a report of all Administration
8 Costs incurred. The Party terminating the Agreement will be responsible for paying any
9 Administration Costs. If the Parties mutually terminate the Agreement, Plaintiffs and
10 Defendants each will be responsible for paying fifty percent (50%) of any
11 Administration Costs.

12 41. Defendants' Limited Right to Cancel. If five percent (5%) or more of the
13 Class Members submit valid and timely Requests for Exclusion of the Settlement,
14 Defendants shall have the absolute right, in their sole discretion, and notwithstanding
15 any other provisions of the Settlement Agreement, to withdraw from, and cancel,
16 without penalty whatsoever, the Settlement Agreement in its entirety, whereupon the
17 Settlement Agreement will be null and void for all purposes, and may not be used or
18 introduced in further litigation. The right can be exercised only by a writing stating
19 clearly that Defendants are canceling, and withdrawing from, the Settlement Agreement,
20 which is sent by counsel for Defendants to Class Counsel by mail or email no later than
21 five (5) business days after the Response Deadline. If the right provided in this
22 paragraph is not so exercised, it shall be waived and cannot later be exercised.

23 42. Plaintiffs' Limited Right to Cancel. The Parties negotiated the Settlement
24 based on time and payroll data provided by AMN showing approximately 671,389 total
25 shifts and 211,039 total pay periods worked by approximately 8,212 Class Members
26 from September 11, 2013 to August 27, 2018. AMN represents that it diligently
27 searched and compiled its time and payroll records to produce this data. If, before the
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1 Preliminary Approval, it is determined that one or more of these figures is more than
2 5 percent (5%) higher than previously believed, Plaintiffs shall have the absolute right,
3 in their sole discretion, and notwithstanding any other provisions of the Settlement
4 Agreement, to withdraw from, and cancel, without penalty whatsoever, the Settlement
5 Agreement in its entirety, whereupon the Settlement Agreement will be null and void for
6 all purposes, and may not be used or introduced in further litigation. The right can be
7 exercised only by a writing stating clearly that Plaintiffs are canceling, and withdrawing
8 from, the Settlement Agreement, which is sent by counsel for Plaintiffs to Defendants'
9 Counsel by mail or email no later than five (5) business days after the Response
10 Deadline. If the right provided in this paragraph is not so exercised, it shall be waived
11 and cannot later be exercised.

12 43. Final Settlement Approval Hearing and Entry of Judgment. Upon
13 expiration of the deadlines to postmark Requests for Exclusion or Objections to the
14 Settlement Agreement, and with the Court's permission, a Final Approval/Settlement
15 Fairness Hearing will be conducted to determine the Final Approval of the Settlement
16 Agreement along with the amounts properly payable for: (i) Individual Settlement
17 Payments; (ii) PAGA penalties; (ii) the Class Representative Enhancement Payment;
18 (iii) Attorneys' Fees and Costs; (iv) all Settlement Administration Costs; and (v) the
19 Employer's Payroll Taxes. The Final Approval/Settlement Fairness Hearing will not be
20 held earlier than fourteen (14) days after the Response Deadline. Class Counsel will be
21 responsible for drafting all documents necessary to obtain final approval. Class Counsel
22 will also be responsible for drafting the attorneys' fees and costs application.

23 44. All Terms Subject to Final Court Approval. All amounts and procedures
24 described in this Settlement Agreement herein will be subject to final Court approval.

25 45. Invalidity of Any Provision. Before declaring any provision of this
26 Settlement Agreement invalid, the Court will first attempt to construe the provision as
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1 valid to the fullest extent possible consistent with applicable precedents so as to define
2 all provisions of this Settlement Agreement as valid and enforceable.

3 46. Judgment and Continued Jurisdiction. Contemporaneous with Plaintiffs'
4 filing of the motion for final approval of the settlement, the Parties will present an
5 agreed form of the Proposed Judgment to the Court for its consideration. The Proposed
6 Judgment will contain a carve-out for the individual claims of Plaintiff Sharon Davis,
7 which the Court previously severed to be addressed after resolution of the class action
8 claims. The Court, in its discretion, may enter a Judgment approved by it. After entry of
9 the Judgment, the Court will have continuing jurisdiction solely for purposes of
10 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii)
11 Settlement administration matters, (iii) such post-Judgment matters as may be
12 appropriate under court rules or as set forth in this Settlement Agreement, and (iv) the
13 individual claims of Sharon Davis. Nothing in this Settlement Agreement is intended to
14 request or effectuate any dismissal of Ms. Davis' individual claims.

15 47. Funding of the Gross Settlement Amount. Within five (5) business days
16 after the Effective Date, AMN will deposit the Gross Settlement Amount into a
17 settlement fund to be established by the Settlement Administrator by check, Automated
18 Clearing House (ACH) transfer, or wire transfer. If the Gross Settlement Amount is
19 deposited more than 40 days after final approval by the Court, either because the
20 Effective Date is delayed by an appeal or otherwise, then AMN shall pay interest on the
21 Gross Settlement Amount at the rate that it would have earned in the settlement fund
22 had it been deposited within 40 business days after the Court's final approval order and
23 judgment.

24 48. Distribution and Timing of Individual Settlement Payments. Within 30
25 days of the Effective Date, the Settlement Administrator will issue payments to:
26 (i) Participating Class Members; (ii) the Labor and Workforce Development Agency;
27 (iii) Plaintiffs; and (iv) Class Counsel. The Settlement Administrator will also issue a
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1 payment to itself for Court-approved services performed in connection with the
2 Settlement on the fortieth (40) day after the Effective Date. If Defendants so choose,
3 the Settlement Administrator will also timely distribute the Employer's Payroll Taxes to
4 the appropriate government authorities.

5 49. Unclaimed Funds and Reserve Fund. Participating Class Members will be
6 mailed checks for their Individual Settlement Payments within 30 days of the Effective
7 Date, except that checks will not be sent to Class Members whose Notice of Class
8 Action Settlement is returned as non-deliverable and for whom the Settlement
9 Administrator is unable to determine a reliable address using reasonable and customary
10 methods. Rather, the Individual Settlement Payments corresponding to Class Members
11 who cannot be located, if any, will be placed in the Reserve Fund. Checks will remain
12 negotiable for 120 days ("Check-Cashing Deadline"). If any Class Member does not
13 cash his or her check within 120 days, the check will be void. This limitation shall be
14 printed on the face of each check. The voidance of checks shall have no effect on the
15 Class Members' release of claims, obligations, representations, or warranties as
16 provided herein, which shall remain in full effect.

17 The value of any uncashed checks will be placed in the Reserve Fund. Settlement
18 Class Members who may be entitled to an Individual Settlement Payment but who were
19 not identified or located before the Notice of Class Action Settlement and/or the initial
20 Distribution of Individual Settlement Payments, may request payments from the
21 Reserve Fund for up to 180 days of the Effective Date. The Settlement Administrator
22 will determine the validity of any such claims and the amount, if any, to pay after
23 consultation with the parties. The Settlement Administrator will consider any relevant
24 information submitted by the Class Member, Defendants, or Class Counsel. AMN's
25 records will be presumed correct, but the Settlement Administrator will evaluate the
26 evidence submitted and will make the final decision as to the merits of the claim. The
27 Settlement Administrator will calculate the amount of any payments to Class Members
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1 from the Reserve Fund based on the distribution formula set forth in Paragraph 22, as if
2 the Class Member was included during the initial Distribution of Individual Settlement
3 Payments. If there are insufficient funds in the Reserve Fund to pay for all claims, then
4 the Settlement Administrator will reduce them proportionally for each Class Member
5 being paid out of the Reserve Fund. After payment of any valid claims made from the
6 Reserve Fund within this 180-day period, the residual will be donated to cy pres. The
7 parties will propose Legal Aid At Work as the cy pres recipient. If the Court does not
8 approve Legal Aid At Work, then the parties will meet and confer in good faith to agree
9 upon an alternate cy pres recipient(s).

10 50. Certification of Completion. Upon completion of administration of the
11 Settlement, the Settlement Administrator will provide a written declaration under oath to
12 certify such completion to the Court and counsel for all Parties.

13 51. No Credit Towards Benefit Plans. The Individual Settlement Payments
14 made to Participating Class Members under this Settlement, as well as any other
15 payments made pursuant to this Settlement, will not be utilized to calculate any
16 additional benefits under any benefit plans for which any Class Members may be
17 eligible, including, but not limited to: (i) profit-sharing plans, (ii) bonus plans,
18 (iii) 401(k) plans, (iv) stock purchase plans, (v) vacation plans, (vi) sick leave plans,
19 (vii) PTO plans, and (viii) any other benefit plan. Rather, it is the Parties' intention that
20 this Settlement Agreement will not affect any rights, contributions, or amounts to which
21 any Class Members may be entitled under any benefit plans.

22 52. Tax Treatment of Individual Settlement Payments. All Individual
23 Settlement Payments will be allocated as follows: one-third of each Individual
24 Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued;
25 one-third will be allocated to alleged interest for which IRS Form 1099-INT will be
26 issued, and one-third will be allocated to alleged penalties for which IRS Form 1099-
27 MISC will be issued. The Settlement Administrator will issue all W-2, 1099-INT and
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1 1099-MISC forms. In the event the Court is not willing to approve the Settlement with
2 the tax allocation proposed by the Parties, this shall not be a basis for any Party to
3 cancel or withdraw from the Settlement; rather, the parties will work in good faith to
4 propose another tax allocation that might be acceptable to the Court.

5 53. Administration of Taxes by the Settlement Administrator. The Settlement
6 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members,
7 and Class Counsel any W-2, 1099, and/or other tax forms as may be required by law for
8 all amounts paid pursuant to this Settlement. The Settlement Administrator will also be
9 responsible for forwarding the employee's share of all payroll taxes and penalties to the
10 appropriate government authorities. In addition, if Defendants so choose, the
11 Settlement Administrator shall be responsible for distributing the Employer's Payroll
12 Taxes in the proper amounts to the appropriate government authorities.

13 54. Tax Liability. Plaintiffs and Participating Class Members understand and
14 agree that except for the Employer's Payroll Taxes, Plaintiffs and Participating Class
15 Members will be solely responsible for the payment of any and all taxes and penalties
16 assessed on the payments described herein. Defendants make no representation as to
17 the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and
18 Participating Class Members are not relying on any statement, representation, or
19 calculation by Defendants or by the Settlement Administrator in this regard. Plaintiffs
20 and Participating Class Members will defend, indemnify, and hold Defendants free and
21 harmless from and against any claims resulting from treatment of such payments as non-
22 taxable damages.

23 55. No Media Releases or Disparagement. The Parties and their counsel agree
24 that they will not issue any media releases, alerts or notices, or initiate any contact with
25 the media to announce the fact, amount, negotiation, or terms of the Settlement. The
26 Parties and their counsel further agree that they will not disparage each other. Nothing
27 in this paragraph shall prevent AMN from disclosing and discussing information
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1 concerning the Settlement, the settlement amount, or the circumstances surrounding or
2 giving rise to the Settlement, prior to the filing of the preliminary approval motion to the
3 extent that AMN believes that doing so is required under the laws, rules, or regulations
4 applicable to publicly-traded companies, including in public filings, in communicating
5 with investors, or in its earnings conference calls. Nothing in this paragraph shall
6 restrict Plaintiffs' counsel from communicating with Class Members about the
7 Settlement in their role as Class Counsel after Preliminary Approval, or from responding
8 to questions or unsolicited media inquiries about the Settlement based on publicly
9 available information.

10 56. Confidential Documents. Within 60 days of the expiration of the Check
11 Cashing Deadline, each Party shall return, or confirm the destruction of, any documents
12 or information that another Party designated as confidential pursuant to an applicable
13 protective order.

14 57. No Prior Assignments. The Parties and their counsel represent, covenant,
15 and warrant that they have not directly or indirectly assigned, transferred, encumbered,
16 or purported to assign, transfer, or encumber to any person or entity any portion of any
17 liability, claim, demand, action, cause of action or right herein released and discharged.

18 58. Nullification of Settlement Agreement. In the event that (i) the Court does
19 not finally approve the Settlement as provided herein; or (ii) the Settlement does not
20 become final for any other reason, then:

- 21 a) This Settlement Agreement, and any documents generated to bring it
22 into effect, will be null and void.
- 23 b) The Parties shall be deemed to reverted *nunc pro tunc* to their respective
24 status as of the date and time immediately before the execution of this
25 Agreement and they shall proceed in all respects as if this Agreement
26 had not been executed, and without prejudice in any way from the
27 negotiation, fact, or terms of this Settlement.
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1 c) Any order or judgment entered by the Court in furtherance of this
2 Settlement Agreement will likewise be treated as void from the
3 beginning.
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5 This section and its provisions shall survive any termination of the Agreement
6 and Settlement.

7 59. Exhibits Incorporated by Reference. The terms of this Settlement
8 Agreement include the terms set forth in any attached Exhibits, which are incorporated
9 by reference as though fully set forth herein. Any Exhibits to this Settlement Agreement
10 are an integral part of the Settlement.

11 60. Entire Agreement. This Settlement Agreement and any attached Exhibits
12 constitute the entirety of the Parties' settlement terms. No other prior or
13 contemporaneous written or oral agreements may be deemed binding on the Parties.

14 61. Amendment or Modification. This Settlement Agreement may be amended
15 or modified only by a written instrument signed by all Parties or their successors-in-
16 interest.

17 62. Binding on Successors and Assigns. This Settlement Agreement will be
18 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto,
19 as previously defined.

20 63. California Law Governs. All terms of this Settlement Agreement and
21 Exhibits hereto will be governed by and interpreted according to the laws of the State of
22 California.

23 64. Execution and Counterparts. This Settlement Agreement is subject only to
24 the execution of all Parties. However, the Settlement may be executed in one or more
25 counterparts. All executed counterparts and each of them, including facsimile and PDF
26 or other scanned copies of the signature page, will be deemed to be one and the same
27 instrument for all purposes in effecting and enforcing this Settlement Agreement.
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1 65. Waiver of Certain Appeals. The Parties agree to waive appeals; except,
2 however, that either party may appeal any court order that materially alters the
3 Settlement Agreement's terms.

4 66. Waiver. No waiver of any condition or covenant contained in this
5 Settlement or failure to exercise a right or remedy by any of the Parties hereto will be
6 considered to imply or constitute a further waiver by such party of the same or any other
7 condition, covenant, right or remedy.

8 67. Mutual Preparation. The Parties have had a full opportunity to negotiate
9 the terms and conditions of this Settlement. Accordingly, this Settlement will not be
10 construed more strictly against one party than another merely by virtue of the fact that it
11 may have been prepared by counsel for one of the Parties, it being recognized that,
12 because of the arms-length negotiations between the Parties, all Parties have contributed
13 to the preparation of this Settlement.

14 68. Representation By Counsel. The Parties acknowledge that they have been
15 represented by counsel throughout all negotiations that preceded the execution of this
16 Settlement, and that this Settlement has been executed with the consent and advice of
17 counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no
18 liens on the Settlement Agreement.

19 69. Cooperation and Execution of Necessary Documents. All Parties agree to
20 cooperate in the administration of the Settlement and to make all reasonable efforts to
21 control and minimize the costs and expenses incurred in administration of the
22 Settlement, and will cooperate in good faith and execute all documents to the extent
23 reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties
24 are unable to reach agreement on the form or content of any document needed to
25 implement the Settlement, or on any supplemental provisions that may become
26 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance
27 of the Court to resolve such disagreement.
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70. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement.

71. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

11/20/2018
Dated: _____, 2018



Candy Kucharski
Plaintiff

11/20/2018



Robert Shaw
Plaintiff

11/20/2018



Jennifer Corona Teitelbaum
Plaintiff

Ryan Marks
Senior Corporate Counsel

1 70. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
2 warrant and represent they are expressly authorized by the Parties whom they represent
3 to negotiate this Settlement Agreement and to take all appropriate action required or
4 permitted to be taken by such Parties pursuant to this Settlement Agreement to
5 effectuate its terms and to execute any other documents required to effectuate the terms
6 of this Settlement Agreement.

7 71. Binding Agreement. The Parties warrant that they understand and have full
8 authority to enter into this Settlement, and further intend that this Settlement will be
9 fully enforceable and binding on all parties, and agree that it will be admissible and
10 subject to disclosure in any proceeding to enforce its terms, notwithstanding any
11 mediation confidentiality provisions that otherwise might apply under federal or state
12 law.

13 **SIGNATURES**

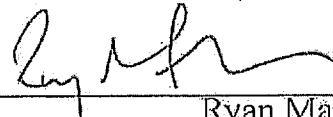
14 **READ CAREFULLY BEFORE SIGNING**

15
16
17 Dated: November 21, 2018

18 _____
19 Candy Kucharski
20 Plaintiff

21 _____
22 Robert Shaw
23 Plaintiff

24 _____
25 Jennifer Corona Teitelbaum
26 Plaintiff

27 

28 _____
Ryan Marks
Senior Corporate Counsel
Defendant AMN Services, LLC

Defendant AMN Healthcare, Inc.

Lisa Barrow
Senior Counsel
on behalf of the Kaiser Defendants

APPROVED AS TO FORM

AKIN GUMP STRAUSS HAUER &
FELD LLP

Dated: November 21, 2018

By _____
Gregory W. Knopp
Attorneys for Defendant
AMN Healthcare, Inc.

Smiley, LLC

SEYFARTH SHAW LLP

Dated: _____, 2018

By _____
Christian J. Rowley
Attorneys for the Kaiser Defendants

SCHNEIDER WALLACE COTTRELL
KNOECKY WOTKYN'S LLP

Dated: November 21, 2018

By _____
Joshua Konecky
Attorneys for Plaintiffs

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Defendant AMN Healthcare, Inc.

Lisa Barrow
Senior Counsel
on behalf of the Kaiser Defendants

APPROVED AS TO FORM

AKIN GUMP STRAUSS HAUER &
FELD LLP

Dated: _____, 2018

By _____
Gregory W. Knopp
Attorneys for Defendant
AMN Healthcare, Inc.

11/21/2018

Dated: _____, 2018

SEYFARTH SHAW LLP
Andrew McNaught
By _____
Andrew M. McNaught
Attorneys for the Kaiser Defendants

SCHNEIDER WALLACE COTTRELL
KNOECKY WOTKYNS LLP

Dated: _____, 2018

By _____
Joshua Konecky
Attorneys for Plaintiffs