

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.

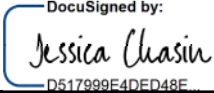
25. Class Counsel and Representative Signatories: Because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement. This Settlement shall have the same force and effect as if this Settlement were executed by each Settlement 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

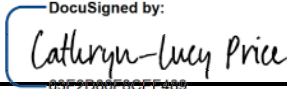
AMN HEALTHCARE, INC. and AMN SERVICES, LLC

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