

## UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA

CASE NO. 22-CV-00003-JES-WVG

SHARON OLIVEIRA AND INGRID LEEMAN, AS INDIVIDUALS AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED V. AMN HEALTHCARE LANGUAGE SERVICES, INC. (“THE ACTION”)

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

NAME: &lt;&lt;EMPLOYEE NAME&gt;&gt;

**ATTENTION: EMPLOYMENT RECORDS SHOW THAT YOU ARE OR WERE EMPLOYED AS AN INTERPRETER IN THE UNITED STATES BY AMN HEALTHCARE LANGUAGE SERVICES, INC. AT ANY TIME FROM MAY 01, 2020, THROUGH NOVEMBER 1, 2022, AND ARE A MEMBER OF THE BELOW-DESCRIBED FLSA COLLECTIVE.**

- A proposed settlement (the “Settlement”) has been reached between Plaintiffs Sharon Oliveira and Ingrid Leeman (“Plaintiffs” or “Settlement Representatives”) and Defendant, AMN Healthcare Language Services, Inc. (“AMN” or “Defendant.”)
- The Settlement resolves a class action/collective action lawsuit in which Plaintiffs claim Defendant *allegedly* violated wage and hour laws; specifically, the Fair Labor Standards Act (“FLSA”) of the United States, as well as the state laws of California and Ohio (for interpreters who worked in those states) in a variety of ways. Defendant denies those claims. You are getting this Notice because you are part of the FLSA Collective that has been agreed to for purposes of the Settlement. The FLSA Collective consists of any Interpreters employed by AMN or any of its predecessors between May 01, 2020, through and including November 1, 2022.
- As a member of the FLSA Collective, you are eligible to participate in the FLSA Settlement. Because you were not employed in California between June 27, 2018, and November 1, 2022 or in Ohio between May 01, 2021, and November 1, 2022, you are not eligible to participate in those portions of the Settlement which apply specifically to interpreters who worked in those states during specific periods of time.
- The FLSA Settlement provides for cash payments as explained in this notice.
- **To become a member of the FLSA Settlement Collective and receive a Settlement Payment, you must follow the instructions in this Notice to opt-in to the Settlement before the deadline listed below.**
- This notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement by accessing it at [www.amnhlssettlement.com](http://www.amnhlssettlement.com), by contacting class counsel (contact information below), by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.casd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Southern District of California, at 333 West Broadway, San Diego, California 92101, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

### OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE FLSA SETTLEMENT

<b>TO RECEIVE AN FLSA SETTLEMENT PAYMENT</b>	<p>To receive your share of the FLSA Settlement described in more detail below, you must complete and return the attached “Opt-in Form” no later than August 21, 2023. You may complete the attached Opt-in Form and return it by mail in the pre-postaged return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting <a href="http://www.amnhlssettlement.com">www.amnhlssettlement.com</a>. Follow the prompts to complete the electronic form until you have received confirmation that your form has been submitted electronically. Mailed Opt-In Forms must be postmarked, and electronic Opt-In Forms must be submitted, no later than August 21, 2023.</p>
<b>DO NOTHING</b>	<p>If you do not wish to participate in the FLSA Settlement, you should not return the Opt-in Form. If you do not return a properly completed Opt-in Form by mail or electronically by August 21, 2023, you <b>will not</b> receive an FLSA Settlement payment, and you <b>will not</b> be bound by the terms of FLSA Release and/or the portions of the Settlement pertaining to the FLSA claims.</p>

- **These rights and options, and how to exercise them, are explained in more detail in this notice.**

- **The Court handling this case still has to decide whether to grant final approval of the Settlement. Cash payments will only be issued if the Court grants final approval of the FLSA Settlement and after the time for appeals has ended and any appeals are resolved, if applicable. Payments are expected to be mailed by approximately December 18, 2023, if the Settlement is given final approval and there are no appeals.**
- **Additional information regarding the FLSA Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.**

## **BASIC INFORMATION**

### **1. Why did I get this notice?**

You have received this notice because Defendant's records show that you were employed by AMN or any of its predecessors as an Interpreter in the United States (the 50 states plus Washington, DC) at any point between May 01, 2020 through and including November 1, 2022. This notice tells you how you can be part of this Settlement or how you can exclude yourself from this Settlement.

### **2. What is the Action about?**

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

### **3. Why is the lawsuit a collective action?**

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

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

The FLSA Collective consists of any Interpreters employed in the United States by AMN or any of its predecessors between May 01, 2020, through and including November 1, 2022. The FLSA Settlement Collective is any FLSA Collective member who has opted-in to the Settlement by completing and returning the attached "Opt-in Form" (as described above) no later than August 21, 2023.

### **5. Why is there a settlement?**

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

### **6. What does the settlement provide?**

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

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

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

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

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

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

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

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

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

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

### **HOW TO GET A CASH PAYMENT**

#### **9. How do I get a cash payment?**

To receive your share of the FLSA Settlement described above, you must complete and return the attached "Opt-in Form" no later than August 21, 2023. You may complete the attached Opt-in Form and return it by mail in the pre-postaged return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting [www.amnhlssettlement.com](http://www.amnhlssettlement.com). Follow the prompts to complete the electronic form until you have received confirmation that your form has been submitted electronically. Mailed Opt-In Forms must be postmarked, and electronic Opt-In Forms must be submitted, no later than August 21, 2023.

#### **10. When will I get my check?**

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

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

If you do not wish to participate in the FLSA Settlement, you should not return the Opt-in Form. If you do not return a properly completed Opt-in Form by mail or electronically by August 21, 2023, you **will not** receive an FLSA Settlement payment, and you **will not** be bound by the terms of the FLSA Settlement, including the release of claims described above.

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

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

### THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in this case?

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

KABATECK LLP  
 Brian S. Kabateck  
 Shant Karnikian  
 Jerusalem F. Beligan  
 633 W. Fifth Street, Suite 3200  
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 Michael L. Fradin  
 8401 Crawford Ave., Ste. 104  
 Skokie, IL 60076  
 Telephone: (847) 986-5889  
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### 14. How will the costs and attorneys' fees for the lawsuit and the settlement be paid?

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