

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

***Andrea Moppin v. Los Robles Regional Medical Center, et al.***  
**United States District Court, Central District of California**  
**Case No. 5:15-cv-01551-JGB-DTB**

**THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS.**  
**PLEASE READ THIS NOTICE CAREFULLY.**

*A court authorized this Notice. This is not a solicitation.  
This is not a lawsuit against you, and you are not being sued.  
However, your legal rights are affected whether you act or not.*

**WHAT IS IN THIS NOTICE**

1. Why should you read this Notice?..... Page 1  
2. What is the Lawsuit about? ..... Page 1  
3. The Proposed Settlement..... Page 2  
4. What do I have to do in response to this Notice? ..... Page 4  
5. How will my rights be affected? ..... Page 5  
6. Who are the attorneys representing the Parties?..... Page 6  
7. How do I obtain additional information? ..... Page 6

**1. Why should you read this notice?**

You received this Notice because your employment records with Truststaff Travel Nurses, LLC (“Truststaff”) indicate that you are eligible to receive a settlement payment as a Class Member under the proposed Settlement in the lawsuit titled *Moppin v. Los Robles Regional Medical Center, et al.*, which is pending before the United States District Court for the Central District of California Court Case No. 5:15-cv-01551-JGB-DTB (the “Lawsuit”).

Because your rights may be affected by the proposed Settlement whether you act or not, it is important that you carefully read this Notice.

The Court in this Lawsuit ordered that this Notice be mailed to all Class Members to notify you of the proposed Settlement. This Notice does not express any opinion by the Court regarding the merits of any claims or defenses asserted by any party in the Lawsuit. Instead, this Notice was sent to you to inform you that this Lawsuit is pending and of the terms of the proposed Settlement, so that you may make appropriate decisions. In the event that this Notice conflicts with the Settlement Agreement, the terms of the Settlement Agreement shall govern.

The proposed Settlement will apply to all persons who meet the definition of the following Class:

**All persons employed by Truststaff Travel Nurses, LLC as non-exempt temporarily assigned employees provided assignments at facilities in the State of California from May 27, 2011 through September 12, 2016 (the “Class Period”).**

According to Truststaff’s employment records, you are a member of the Class (“Class Member”) because you are or were employed by Truststaff as a “non-exempt, temporarily assigned employee” who was provided one or more assignments at facilities in California sometime between May 27, 2011 and September 12, 2016. Again, as a Class Member, you are eligible to receive a settlement payment under the proposed Settlement.

Plaintiff and Truststaff have presented this Settlement to the Court for its review and approval. On September 12, 2016, the Court ordered that this Notice be provided to Class Members.

The Court will decide whether to provide final approval to the Settlement at a court hearing currently scheduled for February 13, 2017 at 9:00 a.m., in Courtroom 1 of the United States District Court for the Central District of California, Eastern Division, which is located at the George E. Brown, Jr. Federal Building and United States Courthouse, 3470 Twelfth Street, Riverside, California 92501-3801, before the Honorable Jesus G. Bernal (the “Final Approval Hearing”). The Final Approval Hearing may be continued to another date. If that happens, the Claims Administrator will post information about the new date and time on the Settlement Website at [www.truststaffsettlement.com](http://www.truststaffsettlement.com). Notice of Final Approval and judgment will also be posted to the Settlement Website at [www.truststaffsettlement.com](http://www.truststaffsettlement.com).

**2. What is the Lawsuit about?**

The Lawsuit is a class action and representative action, meaning a lawsuit where the claims and rights of many people are decided in a single court proceeding. In this case, there is one named plaintiff, Ms. Andrea Moppin (“Plaintiff”). The Plaintiff, Andrea Moppin, individually and on behalf of all other similarly situated employees, filed a wage and hour class

action and representative action lawsuit against Truststaff and another defendant, Los Robles Regional Medical Center, on May 27, 2015 in the Superior Court of California, County of Ventura. Truststaff removed the case to the United States District Court for the Central District of California on July 31, 2015, where it was assigned to the Honorable Jesus G. Bernal. Shortly thereafter, the Plaintiff dismissed class and representative claims against Los Robles Regional Medical Center without prejudice.

The Lawsuit alleges that Truststaff (1) failed to provide all reporting time pay (Cal. Lab. Code §§ 218 and 1198), (2) failed to pay overtime wages at the appropriate rate of pay (Cal. Lab. Code §§ 510 and 1194), (3) failed to provide meal periods (Cal. Lab. Code §§ 226.7 and 512), (4) failed to authorize and permit rest periods (Cal. Lab. Code § 226.7), (5) failed to furnish complete and accurate wage statements (Cal. Lab. Code § 226), (6) failed to timely pay wages upon termination or resignation (Cal. Lab. Code §§ 201-203), (7) violated the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code § 2699) (“PAGA”), (8) violated California’s Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200 et seq.) (“UCL”); and (9) failed to pay wages in violation of the Fair Labor Standards Act (“FLSA”).

Truststaff denies these allegations and contends it complied with the law. Despite the Parties’ respective positions and arguments, the Parties recognize the uncertainty and risks of further litigation of the Lawsuit, which would be protracted and expensive for the Parties. Accordingly, the Parties have agreed to settle the Lawsuit, subject to Court approval, upon the terms set forth in the Joint Stipulation of Class Action Settlement (the “Stipulation” or “Settlement” or “Agreement”). The settlement is a compromise. Truststaff, by settling the Lawsuit, does not admit, concede or imply any fault, wrongdoing or liability. Truststaff will object to any claim if for any reason the Court does not approve the Settlement.

### **3. The proposed Settlement**

In exchange for the release of claims against Truststaff and final judgment in the Lawsuit, Truststaff agreed to pay up to Three Million Seven Hundred and Seventy-Five Thousand Dollars (\$3,775,000) (“Gross Settlement Amount”) plus employer-side payroll tax obligations. After payment of a Service Enhancement Award to Plaintiff, a payment to the California Labor and Workforce Development Agency (“LWDA”), claims and settlement administration costs, and attorney’s fees and costs are deducted from the Gross Settlement Amount, remaining funds will be distributed to Class Members who: (1) do not submit valid, timely Requests for Exclusion from the Settlement and (2) submit valid, timely Claim Forms (called “Settlement Class Members”), as further explained below:

- A. **Plaintiff’s Service Enhancement Award.** Class Counsel may ask the Court to authorize a Service Award of up to Seventeen Thousand and Five Hundred Dollars (\$17,500) to Plaintiff for her service as a Class Representative. Plaintiff will also be entitled to receive her Settlement Payment from the Net Settlement Amount as described below.
- B. **PAGA Penalty Payment.** Fifteen Thousand Dollars (\$15,000) will be paid to settle claims alleged under PAGA. Of that amount, Eleven Thousand and Two Hundred Fifty Dollars (\$11,250), will be paid to the LWDA for its 75% share of the PAGA Penalty Payment, and Three Thousand and Seven Hundred Fifty (\$3,750) will be distributed equally to Settlement Class Members, including Plaintiff.
- C. **Claims Administration Costs.** The Claims Administrator, CPT Group, will be paid for administering the proposed Settlement, which includes such tasks such as mailing and tracking this Notice, establishing and maintaining the Settlement Website, calculating Class Member settlement payments, receiving and reviewing Claim Forms, Requests for Exclusion, and Objections, mailing checks and tax forms, and reporting to the parties and the Court. The Claims Administration costs are estimated to be Twenty-Five Thousand Dollars (\$25,000).
- D. **Class Counsel Attorneys’ Fees and Costs.** You do not need to pay any portion of either Plaintiff’s or Truststaff’s attorneys’ fees and costs. Class Counsel will ask the Court to award Twenty-Five percent (25%) of the Gross Settlement Amount to Class Counsel for their attorneys’ fees for work performed in prosecuting this Class Action, which is Nine Hundred Forty-Three Thousand, Seven Hundred Fifty Dollars (\$943,750), and for a Cost Award for litigation expenses of up to Ten Thousand Dollars (\$10,000).
- E. **Net Settlement Amount.** The amounts described in Subparts A – D, above, all will be paid from the Gross Settlement Amount, and any requested amounts not approved by the Court will revert to the Net Settlement Fund for available distribution to Settlement Class Members who timely submit valid Claims and do not request exclusion from the Settlement. Subject to Court approval, distribution to Settlement Class Members will be as follows:

**Settlement Payments to Settlement Class Members.** The Claims Administrator will determine the portion of the Net Settlement Fund and portion of the PAGA Penalty Payment to be paid to

each Settlement Class Member. There are two sums of the Settlement Payment with a possible third sum. The Settlement Payment will be calculated as follows:

1. ***First***, by dividing the number of Work Weeks for each Class Member during the Class Period by the total number of Work Weeks for all Class Members during the Class Period (“Payment Ratio”). A work week is defined as a fixed and regularly recurring period seven consecutive 24-hour periods totaling 168 hours. Here, the term “Work Weeks” simply means the number of such work weeks in which you worked for Truststaff at facilities in California during the Class Period, according to Truststaff’s payroll records. Each Settlement Class Member who timely submits a valid Claim and does not submit a Request for Exclusion will receive a Settlement Payment that includes a sum consisting of the Payment Ratio multiplied by the Net Settlement Amount, minus all applicable taxes except employer-side payroll taxes to be paid by Truststaff.
2. ***Second***, by dividing Class Members’ 25% share of the PAGA Penalty Payment, which is \$3,750, equally among all Settlement Class Members who timely submit a valid Claim and do not submit a Request for Exclusion. This sum will be added to each Settlement Class Member’s Settlement Payment.
3. There may be a third sum added to your Settlement Payment: Truststaff is required to fund a minimum of 60% of the Net Settlement Amount for payment to Settlement Class Members who submit timely, valid Claims, regardless of the number of Class Members who file timely, valid Claims. Thus, if the total value of timely, valid Claims is ultimately determined after the Effective Date of the Settlement to be less than 60% of the Net Settlement Amount, each Settlement Class Member will also receive his or her equal share of the difference, to be calculated as follows: 60% of the Net Settlement Amount minus the total value of timely, valid Claims, divided equally by the total number of Settlement Class Members. In such event, this third sum will be added to each Settlement Class Member’s Settlement Payment.

Based on Truststaff’s payroll records, there were approximately 50,000 Work Weeks at the time of the parties’ April 8, 2016 mediation to be claimed by approximately 1,900 Class Members.

**According to Truststaff’s payroll records, you worked for Truststaff as a non-exempt, temporarily assigned employee and you were provided one or more assignments at facilities in California sometime between May 27, 2011 and September 12, 2016 (“Class Period”). The number of your Work Weeks during the Class Period is <<See Claim Form>>.**

If you dispute the information provided regarding the number of Work Weeks you worked for Truststaff in California during the Class Period, then you must timely submit a Claim Form specifying that you are challenging the number of Work Weeks and supporting documentation to the Claims Administrator by January 3, 2017. If you fail to timely challenge this information or timely submit supporting documentation, then your Settlement Payment will be based on Truststaff’s records, which are presumed to be correct.

**Your estimated Settlement Payment, if you decide to participate in the Settlement and submit a timely, valid Claim Form, is <<See Notice received in mail>>, less all applicable taxes.** This estimated amount **does not** include any potential equal distribution of Net Settlement Amount funds based on Truststaff’s requirement to pay at least 60% of the Net Settlement Amount which, if conditions are met, will be calculated after the Effective Date of the Settlement. This estimated amount may increase or decrease depending on the Court’s Orders, the number of Class Members who timely submit valid Claims, the number of Class Members who timely submit valid Requests for Exclusion from the Settlement, and the total value of timely, valid Claims.

The Settlement Payment will be allocated as follows: thirty-three and one third percent (33.3%) as penalties; thirty-three and one third percent (33.3%) as interest; and thirty-three and one third percent (33.3%) as wages. Each Class Member should seek his or her own personal tax advice prior to acting in response to this Notice.

**The check for your Settlement Payment will be mailed by U.S. Mail to your last known mailing address within thirty (30) days after the Effective Date of the Settlement and will remain valid and negotiable for one hundred and eighty (180) days from the date of issuance. After that time, any unclaimed checks will be sent to the California Department of Industrial Relations Unclaimed Wages Fund for the benefit of the employee.**

#### 4. What do I have to do in response to this Notice?

To participate in this Settlement and receive your Settlement payment, you must complete, sign and return the enclosed Claim Form to the Claims Administrator. You also have a right to request to be excluded from the Settlement completely, and the right to object to the Settlement. The option you choose affects whether you receive a settlement payment and whether you give up certain rights. The option you choose will in no way affect your employment with Trustaff. Your options are listed below:

- A. **Participate in the Settlement.** To participate in this Settlement and receive your settlement payment, you must sign and return the enclosed Claim Form to the Claims Administrator either (1) by First Class or certified U.S. Mail post-marked no later than January 3, 2017, or (2) by facsimile to 1-949-419-3446 no later than January 3, 2017, or (3) submit a claim online at the Settlement Website, [www.trustaffsettlement.com](http://www.trustaffsettlement.com), no later than January 3, 2017. If you submit a Claim Form, please retain proof of mailing or fax or online submission, or call the Claims Administrator at 1-844-525-3331 to make sure your Claim Form was received. If you need another Claim Form, please contact the Claims Administrator.
- B. **Exclude yourself from the Settlement.** To exclude yourself from participating in the Settlement, you must sign and return the enclosed Request for Exclusion Form to the Claims Administrator either (1) by First Class or certified U.S. Mail post-marked no later than January 3, 2017, or (2) by facsimile to 1-949-419-3446 no later than January 3, 2017, or (3) submit a Request for Exclusion online at the Settlement Website, [www.trustaffsettlement.com](http://www.trustaffsettlement.com), no later than January 3, 2017. To be valid, a Request for Exclusion must: (1) contain the complete name, address, telephone number and the last four digits of the Social Security number of the Class Member requesting exclusion; (2) be signed by the Class Member requesting exclusion; and (3) be postmarked on or before the January 3, 2017.

If you timely, validly request to be excluded from the Settlement, you will not receive a Settlement payment under the Settlement, you will not be bound by the Settlement, and you will not have any right to object to or appeal the Settlement.

Unless a Class Member timely requests to be excluded from the Settlement, the Class Member will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice.

- C. **Object to the Settlement.** You can ask the Court to deny final approval of the Settlement by filing an objection. You can't ask the Court to order a larger settlement, or to change the terms of the settlement; the Court can only approve or deny the proposed Settlement. If the Court denies final approval of the Settlement, no settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object.

If you wish to object to the proposed Settlement (or any portion of it), you must file a written statement of objection ("Notice of Objection") with the Court and serve a copy of the Notice of Objection on the Claims Administrator by mailing the Notice of Objection to both of the following addresses:

Clerk of the Court	Trustaff Travel Nurses, LLC
United States District Court,	Claims Administrator
Central District of California, Eastern Division	CPT Group, Inc.
George E. Brown, Jr. Federal Building and U.S.	16630 Aston
Courthouse	Irvine, CA 92606
3470 Twelfth St.	
Riverside, CA 92501-3801	

To be valid, a Notice of Objection must be postmarked on or before January 3, 2017, must be verified by a declaration under penalty of perjury, and must contain: (1) the full name, address, telephone number and the last four digits of the Social Security number of the Class Member objecting to the Settlement; (2) the name and case number of the Lawsuit; (3) a statement of each objection to the Settlement; (4) a written explanation detailing the specific basis or reason for the objection(s), including any legal and factual support; (5) identification of each witness and each document the objecting Class Member intends to offer in support of each objection; (6) a statement advising if the objecting Class Member plans to address the Court at the Final Approval Hearing; (7) the date of the Notice of Objection; and (8) the signature of the objecting Class Member. You may include any legal briefs, papers or memoranda that support the

objection. Just remember that this is a public filing and take care to protect or redact confidential or sensitive information.

The date of the postmark of the service copy of the Objection to the Claims Administrator shall be the exclusive means used to determine whether an objection was timely submitted. If you fail to make objections in the manner specified above then you will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

You do not need to appear for the Final Approval Hearing in order to have your objection considered. If you have submitted a valid and timely Notice of Objection, then you have the right to appear before the Court at the Final Approval Hearing currently scheduled for February 13, 2017 at 9:00 a.m., in Courtroom 1 of the United States District Court for the Central District of California, Eastern Division, which is located at the George E. Brown, Jr. Federal Building and United States Courthouse, 3470 Twelfth Street, Riverside, California 92501-3801, before the Honorable Jesus G. Bernal (the "Final Approval Hearing"). You may appear at the Final Approval Hearing either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

You may both object to the Settlement and participate in it. Filing an objection will not exclude you from the Settlement. If you wish to be excluded from the Settlement, then you must follow the procedure above.

## **5. How will my rights be affected?**

If the proposed Settlement is approved by the Court, Plaintiff and every member of the Class who does not timely "opt-out" of the Settlement by timely submitting a valid Request for Exclusion to the Claims Administrator under the procedures set forth above ("Settlement Class Member") will release Defendants<sup>1</sup> and the "Released Parties" from the "Released State Law Claims" and "Released Federal Law Claims" as described in the Settlement Agreement, which include any and all claims asserted in the First Amended Class Action Complaint against the Released Parties, or that could have been asserted against the Released Parties based upon the facts alleged in the First Amended Class Action Complaint filed in the Lawsuit by Plaintiff or any Settlement Class Member during the Class Period.<sup>2</sup>

The Released State Law Claims include the claims specifically alleged in the First Amended Class Action Complaint and (a) all claims of any kind related to alleged unpaid compensation, including without limitation all claims for wages, overtime, meal and rest period premiums, damages, unpaid costs, penalties (including late payment penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation expenses, restitution, or equitable relief, whether known or unknown; (b) all claims for unpaid overtime and straight time wages under California Labor Code sections 510, 1194, 1197, and 1198 and any other applicable sections, as well as under Industrial Welfare Commission Wage Orders 4-2001 and 5-2001; (c) all claims for the failure to provide meal and rest periods under California Labor Code sections 226.7, 512, and 1198 and any other applicable sections, as well as under Industrial Welfare Commission Wage Orders 4-2001 and 5-2001; (d) all claims for unreimbursed business-related expenses under California Labor Code section 2802 and any other applicable sections; (e) all claims for "waiting time" penalties for late paid or unpaid wages under California Labor Code section 203 and any other applicable sections; (f) all claims for inaccurate or deficient wage statements under Labor Code section 226 and any other applicable sections; (g) claims based on (a) through (f) above, as a predicate for alleged violations of the California Unfair Competition Act, and in particular, California Business & Professions Code § 17200 et seq.; (h) all claims under California's Private Attorneys General Act ("PAGA") and all relief sought thereunder during the statutory period of March 24, 2014 to the date of Preliminary Approval; and (i) any premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on or related to the above claims. The Released Claims also include all claims for interest and/or penalties of any kind or nature arising out of or relating to the Released Claims, and further extends to and includes claims for damages, civil penalties, restitution, injunctive relief, declaratory relief, punitive damages, and any other form of relief or remedy, including claims on behalf of other current or former Truststaff employees or the State of California.

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<sup>1</sup> The term "Defendants" includes each and all of the Defendants' respective past and present parents, subsidiaries, affiliated companies and corporations, and each and all of their respective past and present directors, officers, managers, employees, general partners, limited partners, principals, agents, benefit plans, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint venturers, assigns, or related entities, and each and all of their respective executors, successors, assigns and legal representatives.

<sup>2</sup> The release as to Los Robles Regional Medical Center only releases claims of Plaintiff and other Settlement Class Members who were assigned by Truststaff to work at Los Robles Regional Medical Center during the Class Period.

The Released Claims also include all claims Plaintiff and Settlement Class Members may have against the Released Parties relating to (i) the payment and allocation of attorneys' fees and costs to Class Counsel pursuant to this Agreement and (ii) the payment of the Class Representative Enhancement Award pursuant to this Agreement.

The Released Federal Law Claims include all federal claims, obligations, demands, actions, rights, causes of action, and liabilities asserted in the First Amended Class Action Complaint, or that are pled in or reasonably related to claims and potential claims described in the First Amended Complaint, whether known or unknown, and whether anticipated or unanticipated, by a Settlement Class Member that accrued during the Class Period. This includes, without limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, based on any and all claims related to compensation which arise under or are predicated upon the Fair Labor Standards Act of 1938 ("FLSA"), as amended, 29 U.S.C. §§ 201, et seq.

It is the intent of the Parties that the judgment entered by the Court upon final approval of the Settlement shall have *res judicata* effect and be final and binding upon Plaintiff and all Settlement Class Members regarding all of the Released Claims, whether or not the Settlement Class Members submit Claim Forms.

For the sake of clarity, the Released Claims include only those claims that meet the definition of Released Claims. As such, for example, Released Claims do not include claims for wrongful termination, unlawful harassment, or Worker's Compensation. Nor does this release constitute a blanket waiver of all claims, potential or actual, known or unknown for violations of California's Labor Code and Wage Orders by current and former employees of Defendants.

The Released Claims include any claims as discussed herein that the Plaintiff or Settlement Class Members do not know or suspect to exist in their favor at the time of the release that do arise, or could have arisen, out of the claims alleged in the Lawsuit, which, if known by them, might have affected their settlement with, and release of, the Released Parties or might have affected their decision not to object to this Settlement.

**6. Who are the attorneys representing the parties?**

Attorneys for Plaintiff and the Class Members:

Raymond P. Boucher, Esq.  
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Tel: 818-340-5400; Fax: 818-340-5401

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*Counsel for Truststaff Travel Nurses, LLC*

and

Sahag Majarian II, Esq.  
LAW OFFICES OF SAHAG MAJARIAN II  
18250 Ventura Boulevard  
Tarzana, CA 91356-4229  
Tel: 818-609-0807; Fax: 818-609-0892

*Class Counsel*

**7. How do I obtain additional information?**

This Notice only summarizes the class action lawsuit, the Settlement and related matters. For more information, you may inspect the relevant Court files on the Settlement Website at [www.truststaffsettlement.com](http://www.truststaffsettlement.com). You may also contact the Claims Administrator and ask about the *Truststaff* Settlement:

Truststaff Travel Nurses, LLC Claims Administrator  
c/o CPT Group  
16630 Aston, Irvine, CA 92606  
Telephone: 1-844-525-3331  
Fax: 949-419-3446

[www.truststaffsettlement.com](http://www.truststaffsettlement.com)

**PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT. PLEASE DO NOT CONTACT TRUSTSTAFF'S CORPORATE OFFICE, MANAGERS, OR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT .**

**Dated: November 2, 2016**