

Exhibit 2

**U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA
CHRISTOPHER O’SULLIVAN, ET AL. V. AMN SERVICES, LLC, ET AL., CASE NO. 12-CV-2125-JCS**

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

IF YOU HAVE BEEN EMPLOYED BY AMN SERVICES, LLC AS A NON-EXEMPT HEALTHCARE PROFESSIONAL IN THE STATE OF CALIFORNIA DURING THE PERIOD FROM JANUARY 30, 2008 TO [INSERT DATE OF PRELIMINARY APPROVAL], YOU COULD RECEIVE A PAYMENT FROM A PROPOSED CLASS ACTION SETTLEMENT.

- A proposed class action settlement (“the Settlement”) has been reached between plaintiffs Christopher O’Sullivan, Alice Ogues and David Bell (“Plaintiffs” or “Class Representatives”), on behalf of themselves and the below-defined Settlement Class, and defendant AMN Services, LLC (“AMN” or “Defendant”).
- The Settlement resolves a class action lawsuits about claims that AMN violated California’s wage and hour laws by, among other things, allegedly taking illegal wage deductions, failing to pay minimum and overtime wages, failing to provide meal and rest periods, failing to provide accurate written wage statements, and failing to timely pay earned wages during and after employment. AMN denies all liability to Settlement Class members, asserts that it has fully complied with all applicable wage and hour laws, and has entered into the Settlement solely for purposes of resolving this dispute.
- The Settlement provides for cash payments based on the number of workweeks Settlement Class members worked during the period from January 20, 2008 to [insert date of preliminary approval].

Your individual workweeks and estimated minimum gross settlement payment are printed on the enclosed Claim Form.

| OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT | |
|---|--|
| PARTICIPATE | To receive a cash payment from the Settlement, you must return the enclosed Claim Form by no later than [+45 days from mailing] . |
| DO NOTHING | If you do nothing, you will not receive any cash payment from the Settlement and will give up your rights to be part of any other lawsuit against Defendant involving the same or similar legal claims as the ones in this case. |
| EXCLUDE YOURSELF | The only way for you to be part of any other lawsuit against Defendant involving the same or similar legal claims as the ones in this case is to submit a valid Request for Exclusion to the Claims Administrator postmarked no later than [+45 days from mailing] . |
| OBJECT | If you wish to object to the Settlement, you must not exclude yourself and submit a written objection, and supporting papers, to the Court, Class Counsel, Defendant’s Counsel, and the Claims Administrator that is both postmarked, and filed with the Court, no later than [+45 days from mailing] . |

- **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 to the Settlement. Cash payments will only be issued if the Court grants final approval to the Settlement.**
- **Additional information regarding the Settlement is available through the Claims Administrator or Class Counsel, whose contact information is provided in this notice.**

BASIC INFORMATION

1. Why did I get this notice?

AMN's company records show that you are, or have been, employed by non-exempt healthcare professional in the State of California during the period from January 30, 2008 to **[insert date of preliminary approval]**. This notice explains the Action, the Settlement, and your legal rights.

The lawsuits in the U.S. District Court for the Northern District of California, San Francisco Courthouse, are known as *Christopher O'Sullivan, et al. v. AMN Services, LLC, et al.*, Case No. 12-CV-2125-JCS ("O'Sullivan/Ogues Action") and *David Bell v. AMN Healthcare Services, Inc. et al.*, Case No. 13:CV-02716-JCS ("Bell Action") ("O'Sullivan/Ogues Action and the Bell Action" collectively hereinafter referred to as the "Action"). Christopher O'Sullivan, Alice Ogues and David Bell are called the "Plaintiffs," and the company they sued, AMN Services, LLC is called the "Defendant." The judge assigned to oversee this class action is the Honorable Joseph C. Spero of Courtroom G (the "Court").

2. What is the Action about?

The Action generally involves claims under California wage and hour laws. Plaintiffs are former employees of AMN who worked as non-exempt healthcare professionals in the State of California. Plaintiffs allege that AMN violated California's wage and hour laws by, among other things, allegedly taking illegal wage deductions from them and other non-exempt healthcare professionals in the State of California, failing to pay them minimum and overtime wages, failing to provide them with meal and rest periods, failing to provide them with accurate written wage statements, and failing to timely pay them earned wages during and after employment. AMN denies all liability to its non-exempt healthcare professionals in the State of California, asserts that it has fully complied with all applicable wage and hour laws, asserts that the Action should not be a class action except for purposes of the Settlement, and has entered into the Settlement solely for purposes of resolving this dispute.

3. Why is this lawsuit a class action?

In a class action, one or more people called the "class representatives" (in this case, Christopher O'Sullivan, Alice Ogues and David Bell) sue on behalf of people who have similar claims. All of these people are a "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the class. On **[insert date]**, the Honorable Joseph C. Spero issued an order conditionally certifying the Settlement Class defined in response to Question 4 below for purposes of settlement only.

4. Who is in the Settlement Class?

The Settlement Class is defined as,

All persons employed by AMN as non-exempt healthcare professionals in the State of California during the period from January 30, 2008 to **[insert date of preliminary approval]**.

5. Why is there a settlement?

After conducting substantial discovery, including the exchange of thousands of pages of documents, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. AMN denies all of the legal claims in the case. The Class Representatives and their lawyers think the Settlement is in the best interests of all Settlement Class members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Gross Fund Value of \$3,000,000. Deducted from this Gross Fund Value will be sums approved by the Court for attorneys' fees (not to exceed \$750,000, 25% of the Gross Fund Value), attorneys' actual costs as approved by the Court, enhancement awards to Plaintiffs for their services as the Class Representatives (not to exceed \$5,000 each) as approved by the Court, payment of \$7,500 to the State of California Labor and Workforce Development Agency for alleged penalties, employer-side payroll taxes, and the fees and expenses of the Claims Administrator, which will result in a Net Fund Value for distribution to Settlement Class members.

The Net Fund Value will then be made available for distribution to Settlement Class members based on each Settlement Class member's workweeks during the period from January 30, 2008 to **[insert date of preliminary approval]** compared to the workweeks

for all Settlement Class members during the period from January 30, 2008 to **[insert date of preliminary approval]**. Your workweeks according to AMN's records are printed on the enclosed Claim Form. In other words, payments from the Net Fund Value will be calculated based on the following formula:

$$\text{Individual Settlement Payment} = \text{Net Fund Value} * \frac{\text{Individual Settlement Class Member Workweeks}}{\text{Total Settlement Class Member Workweeks}}$$

If Settlement Class members who submit valid Claim Forms claim less than 100% of the Net Fund Value, the payments to those Settlement Class members who submit valid Claim Forms will be increased proportionately based on their respective workweeks by a multiple of up to three (3) times the amount initially yielded under the formula above. However, the amount of any multiplier will depend on the actual amount of the Net Fund Value that is claimed by Settlement Class members who submit valid Claim Forms and the actual multiplier applied could range from anywhere between one (1) to three (3). To the extent that any portion of the Net Fund Value remains after applying the above-described multiplier, the remaining portion of the Net Fund Value will be distributed as follows: 50% to Casa Cornelia Law Center, 25% to Bet Tzedek Legal Services, and 25% to the Legal Aid Society Employment Law Center. Based on AMN's records, to the extent you choose to participate in the settlement and you submit a valid Claim Form, the estimated minimum pretax amount you will receive is set forth on the enclosed Claim Form.

AMN has estimated that Settlement Class members worked 321,595 workweeks during the period between January 30, 2008 and August 16, 2013. If the actual number of workweeks for the period between January 30, 2008 and August 16, 2013 is more than 5% greater than 321,595, the Gross Fund Value shall be increased proportionate to the number of additional workweeks and 25% of any such increase in the Gross Fund Value may be requested as additional attorneys' fees.

7. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, Plaintiffs and each member of the Settlement Class who does not submit a valid Request for Exclusion (defined in response to Question 10 below) will release AMN and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, officers, directors, attorneys, and healthcare facility clients including but not limited to Kaiser Permanente, Inc. thereof for all "Class Released Claims," defined as: any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees, damages, or causes of action, contingent or accrued, which relate to wage and hour and California Labor Code or Federal Wage and Hour claims arising from the factual allegations specified in the October 5, 2012, Amended Consolidated Class Action Complaint for the O'Sullivan/Ogues Action and the May 1, 2013, Complaint for the Bell Action, including but not limited to waiting time penalties, meal periods, rest breaks, timely payment of wages, minimum and overtime wages or rates, wage statements, reimbursements, unlawful deductions from wages, and derivative or related claims, including but not limited to Private Attorney General Act claims, claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties of any nature whatsoever, and any other claims or legal theories asserted, or which could have been asserted under the California Labor Code § 2699 or Business & Professions Code (including Section 17200), California Wage Orders, California Labor Code or Fair Labor Standards Act.

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 Class Released Claims and what they mean.

HOW TO GET A CASH PAYMENT

8. How do I get a cash payment?

To receive a cash payment, you must complete and submit the enclosed Claim Form. You may complete and submit the Claim Form sent to you with this Notice and mail it postmarked no later than **[+45 days from mailing]** to:

INSERT CLAIMS ADMIN INFO

Claim Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Settlement Class members who fail to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court regardless of whether or not they have submitted valid Claim Forms.

9. When will I get my check?

Checks will be mailed to Settlement Class members eligible to receive benefits under the Settlement, after the Court grants "final approval" of the Settlement. If the judge approves the settlement after a hearing on **[insert date of Final Approval Hearing]** (see "The Court's Fairness Hearing") below, there may be appeals. If there are any appeals resolving them could take some time, so please be patient. Provided that the Court grants "final approval" of the Settlement, Settlement Class members who submit valid claim forms

will have 120 days after their checks are issued to cash their checks. Any remaining funds will be distributed as follows: 50% to Casa Cornelia Law Center, 25% to Bet Tzedek Legal Services, and 25% to the Legal Aid Society Employment Law Center. Any funds from checks not cashed within 120 days of their issuance will be distributed to the California Labor and Workforce Development Agency.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you may be excluded (i.e., “opt out”) by sending a timely letter in writing that contains your name, address, telephone number and social security number, as well as your signature, stating that you wish to be excluded from the Settlement Class (“Request for Exclusion”). The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+45 days from mailing]** to:

INSERT CLAIMS ADMIN INFO

Requests for Exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Settlement Class member who fails to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement and any Judgment entered in the Action if the Settlement receives final approval from the Court.

11. If I exclude myself, can I get anything from the Settlement?

No. If you exclude yourself now you will not get anything from the Settlement. If you ask to be excluded, you will not get a cash payment, and you cannot object to the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against AMN in the future. You will not be bound by anything that happens in this lawsuit.

12. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue AMN for any of the Class Released Claims described in response to Question 7 above. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Settlement Class:

Alan Harris
Harris & Ruble
6424 Santa Monica Boulevard
Los Angeles, California 90038
(323) 962-3277 – Telephone
(323) 962-3004 – Facsimile
aharris@harrisandruble.com

Shaun Setareh
Law Office of Shaun Setareh
9454 Wilshire Boulevard, Suite 711
Beverly Hills, California 90212
(310) 888-7771 – Telephone
(310) 888-0109 – Facsimile
shaun@setarehlaw.com

14. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Defendant agrees to pay up to \$750,000.00 in attorneys’ fees (25% of the Gross Fund Value) and actual costs incurred. The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Fund Value and will be available for distribution to Settlement Class members who timely submit valid Claim Forms.

In addition, and subject to Court approval, Defendant also agrees to pay Plaintiffs Ogues and O’Sullivan enhancement awards of up to \$5,000.00 each for their participation in this lawsuit and for taking on the risk of litigation. Also subject to Court approval, Defendant agrees to pay David Bell, a plaintiff in a similar lawsuit involving similar claims as this lawsuit, up to \$2,000.00 for his participation in this lawsuit and for taking on the risk of litigation. Defendant further agrees to pay the Settlement Administrator’s costs and fees associated with administering the Settlement, estimated not to exceed \$60,000. The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Fund Value and will be available for distribution to Settlement Class members who timely submit valid Claim Forms.

OBJECTING TO THE SETTLEMENT

15. How do I object to the Settlement?

Any Settlement Class member may object to the proposed Settlement, or any portion thereof, by a written objection, and supporting papers, with the Court by no later than **[+45 days from mailing]**. The Court is located at the following address:

U.S. District Court for the Northern District of California
San Francisco Courthouse
450 Golden Gate Avenue
San Francisco, California 94102

In addition, the written objection must be mailed to Class Counsel, Defendant's Counsel, and the Claims Administrator at the following addresses by regular U.S. Mail by regular U.S. Mail postmarked no later than **[+45 days from date of mailing]**:

Class Counsel:

Alan Harris
Harris & Ruble
6424 Santa Monica Boulevard
Los Angeles, California 90038
(323) 962-3277 – Telephone
(323) 962-3004 – Facsimile
aharris@harrisandruble.com - Email

Defendant's Counsel:

Kenneth D. Sulzer
Proskauer Rose LLP
2049 Century Park East, Suite 3200
Los Angeles, California 90067-3206
(310) 284-4663 – Telephone
(310) 557-2193 – Facsimile

Claims Administrator:

Gilardi & Co. LLC
<<address>>
<<address>>
<<address>>
<<phone>>
<<fax>>

Shaun Setareh
Law Office of Shaun Setareh
9454 Wilshire Boulevard, Suite 711
Beverly Hills, California 90212
(310) 888-7771 – Telephone
(310) 888-0109 – Facsimile
shaun@setarehlaw.com - Email

A written objection must contain the objecting person's full name, current address, and include all objections and the reasons therefore, and include any and all supporting papers (including, without limitation, all briefs, written evidence, and declarations). A Settlement Class member who desires to object but who fails to comply with the objection procedure set forth herein shall be deemed not to have objected. If a Settlement Class member wishes to appear at the Court's Fairness Hearing (see response to Question 17 below) and orally present his or her objection to the Court, the objector's written statement must include the objector's statement of intent to appear at the Court's Fairness Hearing. Only Settlement Class members who specify in their objections that they intend to present objections orally at the Court's Fairness Hearing shall have the right to present their objections orally at the Court's Fairness Hearing. Any Settlement Class member who does not timely file written objections shall not be permitted to present his, her, or its objections at the Court's Fairness Hearing. Any Settlement Class member who files an objection remains eligible to receive monetary compensation from the Settlement if he or she submits a timely and valid Claim Form.

16. What's the difference between objecting and asking to be excluded?

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

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. If you have filed an objection on time requesting oral presentation you may attend and you may ask to speak, but you don't have to.

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **[insert date of final approval hearing]** in Courtroom G at the San Francisco Courthouse of the U.S. District Court for the Northern District of California, located at 450 Golden Gate Avenue, San Francisco, California 94102. The Hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who have asked to speak at the Hearing. The Court will also decide how much to pay Class Counsel for attorneys' fees and costs and how much of an enhancement award to pay the Class Representatives. After the Hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

19. May I speak at the hearing?

If a Settlement Class member wishes to appear at the Final Approval Hearing and orally present his or her objection to the Court, the objector's written statement must include the objector's statement of intent to appear at the Final Approval Hearing.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will not receive a payment from this Settlement and you will not be able to start a lawsuit or continue a lawsuit against Defendant about the claims in this case described in response to Question 7 ever again.

GETTING MORE INFORMATION

21. How do I get more information?

This notice summarizes the Settlement. More details are in the Settlement. You may contact Class Counsel or the Claims Administrator for more information. Additionally, copies of the settlement agreement, pleadings and other important filings in the Action can be found online at the following address: <<insert URL>>