

David F. Sorensen (Admitted *Pro Hac Vice*)

Neill W. Clark (Admitted *Pro Hac Vice*)

BERGER & MONTAGUE, P.C.

1622 Locust Street

Philadelphia, PA 19103

Telephone: (215) 875-3000

Facsimile: (215) 875-4673

dsorensen@bm.net

nclark@bm.net

Attorneys for Plaintiffs

Additional Counsel on Signature Page

Attorneys for Plaintiffs

Additional Counsel on Signature Page

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

CINDY JOHNSON, BARBARA A. CRAIG
and STEPHANIE L. WALKER on behalf of
themselves and all others similarly situated,
Plaintiffs,

vs.

ARIZONA HOSPITAL AND HEALTH-
CARE ASSOCIATION; AzHHA SERVICE
CORPORATION; et al.,
Defendants.

No. 07-1292 SRB- PHX
(consolidated case)

**AzHHA CLASS SETTLEMENT
AGREEMENT AND RELEASE**

AzHHA CLASS SETTLEMENT AGREEMENT AND RELEASE

This AzHHA Class Settlement Agreement and Release (“AzHHA Settlement Agreement”) is made and entered into this 30 day of September, 2010 (the “Execution Date”), by and among Defendants Arizona Hospital and Healthcare Association and AzHHA Service

Corporation (collectively, "AzHHA"), and plaintiffs Cindy Johnson, Barbara A. Craig, and Stephanie L. Walker (hereafter, collectively "Plaintiffs"), individually and as representatives of the "Settlement Classes" as defined below.

WHEREAS, Plaintiffs are the named plaintiffs in the above-captioned action (the "Litigation"), which they filed on their own behalf and on behalf of proposed classes of allegedly similarly situated temporary healthcare personnel against AzHHA and other defendants;

WHEREAS, on November 10, 2008, Plaintiffs filed a Consolidated Third Amended Complaint, Doc. No. 317 (the "Complaint"), alleging, among other things, that AzHHA and other defendants, by and through their membership and participation in a registry operated by AzHHA, participated in an unlawful conspiracy to depress wages for temporary health care personnel by fixing below-market rates paid to agencies which placed the temporary health care personnel at hospitals in Arizona owned or operated by other defendants and AzHHA participants. Among other things, the Complaint sought damages and other relief for alleged violations of Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1; the Arizona state antitrust act, A.R.S. §44-1401, and alleged breaches of various common law duties;

WHEREAS, AzHHA has denied any wrongdoing whatsoever, denies Plaintiffs' allegations, has not conceded or admitted any liability, has denied that certification of any litigation class is appropriate, and has asserted affirmative and other defenses to Plaintiffs' claims;

WHEREAS, many Defendants in the Litigation and various third-parties have produced thousands of pages of documents in discovery, and Plaintiffs have reviewed thousands of

documents and conducted 13 depositions of defendants and reviewed depositions taken in *PC Healthcare Enterprises, Inc., dba Health Temp v. Arizona Hospital and Healthcare Association, et al.*, No. CV-05-1793-PHX-MHM (D. Ariz.);

WHEREAS, Plaintiffs and their counsel have conducted an investigation into the facts and the law regarding the Litigation, weighed the arguments and defenses of AzHHA and have concluded that a settlement with AzHHA according to the terms set forth herein is in the best interest of Plaintiffs and the Settlement Classes, and in light of a separate settlement agreement (the "Settlement Agreement") that is being entered into contemporaneously herewith with many other defendants (the "Settling Defendants" as identified in Exhibit 1 to the Settlement Agreement);

WHEREAS, AzHHA has decided, despite its belief that it has strong and valid defenses to the claims asserted, to enter into this AzHHA Settlement Agreement in order to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the releases, orders and judgment contemplated by this AzHHA Settlement Agreement, and to put to rest, with finality, all Released Claims;

WHEREAS, extensive, arm's-length settlement negotiations have taken place between counsel for Plaintiffs and AzHHA, including four days of mediation facilitated by an experienced professional mediator, retired Judge Edward A. Infante, on June 29-30, 2009 and August 20-21, 2009, resulting in the basis of this AzHHA Settlement Agreement;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein, it is agreed by and among the undersigned that the Litigation be settled,

compromised, and dismissed on the merits with prejudice as to AzHHA only, without costs except as expressly provided in this AzHHA Settlement Agreement, subject to the approval of the Court, on the following terms and conditions:

A. Definitions

The following terms, as used in this AzHHA Settlement Agreement, have the following meanings:

1. “Claims Administrator” or “Settlement Administrator” means RG/2 Claims Administration LLC, which shall administer the settlement.
2. “Class Member” means each member of the Settlement Classes who does not timely and validly elect to be excluded from the Settlement Classes established under the terms of this AzHHA Settlement Agreement and Release.
3. “Class Notice” means the notice that will be provided to Class Members in the form of (a) mailed notice, in the form attached hereto as Exhibit 3 (“Mailed Notice”); (b) published notice in the form attached as Exhibit 4 (“Published Notice”); and any other notice of this AzHHA Settlement Agreement as may be provided and directed by the Court.
4. “Class Period” in the Litigation means the period from and including January 1, 1997, until September 12, 2007.
5. “Claim Share Payment” means the payment to individual Class Members resulting from the plan of allocation and claims process to be developed by Class Counsel.
6. “Co-Lead Class Counsel” means David F. Sorensen and the law firm of Berger & Montague, P.C., 1622 Locust Street, Philadelphia, PA 19103; and David Balto of the Law

Offices of David Balto, 1350 I Street, NW, Suite 850, Washington, D.C. 20005. "Class Counsel" include Co-Lead Class Counsel as well as Mark Samson and the law firm of Keller Rohrback, L.L.P. 1201 Third Avenue, Suite 3200, Seattle WA, 98101; Keller Rohrback, P.L.C., 3101 North Central Avenue, Phoenix, Arizona 85012; and Allen Grunes and the law firm of Brownstein Hyatt Farber Schrek, 1350 I Street, NW, Suite 510, Washington, D.C. 20005.

7. "Court" means the United States District Court for the District of Arizona, in which the Litigation is pending.

8. "Defendant" means each entity named as a defendant in the Complaint.

9. "Effective Date" means the date on which the AzHHA Settlement Agreement has become final as set forth in paragraph 47 below.

10. "AzHHA Escrow Account" means an account, established with the consent of AzHHA and subject to an agreed escrow agreement by Class Counsel and administered in accordance with the terms of this AzHHA Settlement Agreement by the Escrow Agent for receipt of the AzHHA Settlement Amount. It is intended that the Escrow Account be treated as a "qualified settlement fund" ("QSF") for federal income tax purposes pursuant to Treas. Reg. § 1.468B-1 (26 C.F.R. § 1.468B-1) and that any taxes due as a result of income earned by the AzHHA Settlement Fund will be paid from the AzHHA Settlement Fund.

11. "Escrow Agent" means The Huntington National Bank, which has been appointed Escrow Agent in the AzHHA Escrow Agreement dated Sept. 3, 2010

12. "AzHHA Final Judgment" means an order granting final approval of this AzHHA Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure together with

entry of the final judgment dismissing the Litigation and all claims therein against AzHHA on the merits with prejudice as to all Class Members substantially in the form attached as Exhibit 9 hereto, and which is certified as a final judgment by the Court under Rule 54(b) at the time of entry or, if not so certified, then said order at such later time when a final judgment is entered by the Court that adjudicates all the claims and all of the rights and liabilities of all of the parties to the Litigation. Notwithstanding the foregoing, the parties agree that the Court's determination of the amount of any fee to be awarded to Class Counsel, or any modification of such fees on appeal or remand, shall not affect whether a judgment or other order is deemed a final judgment. It is agreed that neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. §1651, shall be taken into account in determining when the judgment in this Litigation becomes final.

13. "Non-Settling Defendant" means any defendant named in the Complaint, other than AzHHA and other Settling Defendants as defined in paragraph 25.

14. "Opt-Out" means a person who would have been a member of the Settlement Classes except for his or her timely and valid request for exclusion as set forth in the Class Notice.

15. "Participating Hospitals" means hospitals or hospital systems that are or were members of AzHHA that used the Registry Program to purchase Per Diem Nurse Services or Traveling Nurse Services.

16. "Per Diem Nurse Services" means those positions included in the AzHHA Registry rate sheets, for both the Northern Per Diem and Southern Per Diem portions of the

AzHHA Registry program during the Class Period, as set forth in Exhibit 6 hereto.

17. "Plaintiffs" means Cindy Johnson, Barbara A. Craig, and Stephanie L. Walker.

18. "Registry Program" means the programs for the purchase of Per Diem Nurse Services and Traveling Nurse Services through the registry operated by AzHHA.

19. "Released Claims" means those claims released pursuant to Paragraph 48 of this AzHHA Settlement Agreement.

20. "Releasees" shall refer jointly and severally, individually and collectively to AzHHA and its respective past and present parents, subsidiaries, affiliates, officers, directors, insurers, employees, agents, attorneys, servants, representatives (and the parents', subsidiaries', and affiliates' past and present officers, directors, employees, agents, attorneys, insurers, servants, and representatives), and the predecessors, successors, heirs, executors, administrators, and assigns of each of them. "Releasees" shall not refer, however, to any other Defendant.

21. "Releasers" shall refer jointly and severally, individually and collectively to Plaintiffs, the Class Members, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

22. "AzHHA Settlement Amount" is the amount of money to be paid by AzHHA pursuant to this AzHHA Settlement Agreement. That amount is \$220,000.00 USD, to be paid in two equal installments as set forth below. In exchange for the payment of the AzHHA Settlement Amount, AzHHA desired, demanded and is paying for a release from all members of the Per Diem Settlement Class and the Traveler Settlement Class, but by executing this AzHHA Settlement Agreement AzHHA warrants and agrees that it did not negotiate the terms of any

allocation of the AzHHA Settlement Amount among members of the Settlement Classes and is not conditioning its payment on any expectation of how the overall settlement amount, its payment, or each individual Settling Defendant's payment is to be allocated between the two Classes and among Class members. AzHHA agrees that proposing such allocation for approval by the Court is the sole responsibility of Class Counsel.

23. "Settlement Classes" means all natural persons in either of the two following classes:

(a) The "Per Diem Settlement Class" is defined as: All natural persons who have provided Per Diem Nurse Services in the state of Arizona for any Defendant or other Participating Hospital at any time from January 1, 1997, until September 12, 2007;

(b) The "Traveler Settlement Class," is defined as: All natural persons who have provided Traveling Nurse Services in the state of Arizona for any Defendant or other Participating Hospital at any time from January 1, 1997, until September 12, 2007.

Excluded from both Settlement Classes are (a) Defendants and their parents, officers, directors, subsidiaries and affiliates; (b) those natural persons whose sole activity during the Class Period was (i) working for one of the Defendants' or other Participating Hospitals' internal registries or pools and not through an agency, and/or (ii) being employed directly by one or more of the Defendants or Participating Hospitals but not working through an agency; and (c) those natural persons whose sole activity working for one or more of the Defendants or Participating Hospitals during the Class Period was for a Defendant or other Participating Hospital which was not at that time participating in the AzHHA registry program.

24. "AzHHA Settlement Fund" means the AzHHA Settlement Amount plus any interest earned on that amount.

25. "Settling Defendants" means those entities listed in Exhibit 1 to the separate Settlement Agreement and their respective past and present parents, subsidiaries, affiliates, officers, directors, employees, attorneys and agents, and the predecessors, successors, heirs, executors, administrators, and assigns of each of them.

26. "Tax Expenses" means any and all reasonable fees and costs due to be paid to tax preparers, tax consultants or others for determining the tax liability of the AzHHA Settlement Fund.

27. "Taxes" means any sums due to be paid to governmental taxing authorities from the AzHHA Settlement Fund, including taxes, estimated taxes, interest and penalties.

28. "Traveling Nurse Services" means those positions included in the AzHHA Registry rate sheets for the travel registry, as set forth in Exhibit 7 hereto.

29. "Unknown Claims" means any Released Claims which any Plaintiff or Class Member does not know or suspect to exist at the time of the Releases including without limitation those which, if known by him or her, might have affected his or her decision with respect to the AzHHA Settlement Agreement. With respect to any and all claims, the parties stipulate and agree that upon final approval of the AzHHA Settlement Agreement by the Court, Plaintiffs and Class Members expressly waive any and all of the provisions, rights and benefits conferred by California Civil Code § 1542 or any law of any state or territory of the United States, or any other state, sovereign or jurisdiction, or principle of common law which is similar,

comparable, or equivalent to California Civil Code § 1542, which provides:

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

B. Payment

30. Within 30 days of entry of the order granting preliminary approval of the AzHHA Settlement Agreement, AzHHA shall pay its first installment of \$110,000.00 USD; AzHHA's second installment of \$110,000.00 USD shall be paid on or before March 31, 2011; both payments shall be for the benefit of the Settlement Classes, and be paid into the AzHHA Escrow Account held and administered by the Escrow Agent. Promptly following execution of this AzHHA Settlement Agreement, Class Counsel shall provide AzHHA with instructions for depositing the AzHHA Settlement Amount into the AzHHA Settlement Fund. It is intended that the AzHHA Escrow Account be treated as a "qualified settlement fund" ("QSF") for federal income tax purposes pursuant to Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, and that any taxes due as a result of income earned by the AzHHA Settlement Fund will be paid from the AzHHA Settlement Fund. The AzHHA Settlement Fund and any interest earned by the AzHHA Settlement Fund shall be for the benefit of the Settlement Classes, less (a) any Court-approved award of reasonable attorney's fees, costs and expenses; (b) payment of applicable taxes and costs of notice and claims processing as set forth in this AzHHA Settlement Agreement; and (c) other Court-approved payment. Except as provided expressly in this AzHHA Settlement

Agreement, the AzHHA Settlement Fund shall be disbursed only by order of the Court or by further agreement of the parties to this AzHHA Settlement Agreement.

C. Class Certification

31. The Court has already certified a class in the Litigation of certain persons who have provided per diem nurse services as set forth in the Court's order. *See* Doc. No. 584. Plaintiffs shall ask the Court to modify the class definition to conform to the definition of the Per Diem Settlement Class.

32. As described in Paragraph 36 below, Plaintiffs shall move for certification of the Traveler Settlement Class as defined above in light of this AzHHA Settlement Agreement, and appointment of Co-Lead Class Counsel as Co-Lead Class Counsel for the Traveler Settlement Class. The motion for such certification shall include the definition of the Traveler Settlement Class to be certified by the Court as set forth in this AzHHA Settlement Agreement. AzHHA agrees to stipulate to certification of a Per Diem Settlement Class and a Traveler Settlement Class as defined herein for settlement purposes only.

33. By agreeing to a Traveler Settlement Class and a Per Diem Settlement Class, AzHHA is not waiving in any way any objections it may have or may have asserted to certification of any class, whether of traveler or per diem personnel, in the event that this AzHHA Settlement Agreement does not become final, and the Litigation proceeds, in which event the parties will be restored to their respective positions in the Litigation as if no settlement agreement had been reached. Plaintiffs agree not to assert, on grounds of judicial estoppel or otherwise, that AzHHA's agreement to this AzHHA Settlement Agreement and/or stipulation to

certification of a Per Diem Settlement Class and/or a Traveler Settlement Class precludes AzHHA from objecting to any litigation class if this AzHHA Settlement Agreement is not finally approved.

34. Plaintiffs agree not to “opt out” of either the Per Diem Settlement Class or the Traveler Settlement Class if either is certified by the Court for settlement.

D. Approval of this AzHHA Settlement Agreement and Dismissal of Claims

35. Plaintiffs shall use their best efforts to effectuate this AzHHA Settlement Agreement, and shall timely seek to obtain the Court’s preliminary and final approval of it. Plaintiffs shall use their best efforts to secure the prompt, complete and final dismissal with prejudice of the Litigation as to AzHHA. AzHHA shall use its best efforts to cooperate in the foregoing.

36. As soon as practicable after the Execution Date, Plaintiffs shall submit to the Court a motion (i) requesting entry of an Order preliminarily approving the AzHHA Settlement Agreement, (ii) to certify the Per Diem Settlement Class and the Traveler Settlement Class, (iii) authorizing dissemination of the Class Notice to both Settlement Classes and the method for, and timetable for dissemination of Class Notice as set forth in this AzHHA Settlement Agreement, (iv) authorizing the payment of certain expenses specified herein from the AzHHA Settlement Fund, and (v) staying all proceedings against AzHHA except (a) those proceedings provided for or required by this AzHHA Settlement Agreement; (b) the scheduling and completion of depositions of current AzHHA employees, officers and directors who are not employees, officers or directors of another Settling Defendant.

37. Within ten (10) days of the AzHHA Settlement Agreement's filing with the Court, the Claims Administrator shall serve upon the Arizona Attorney General, the United States Attorney General, and the attorneys general of every other state, a notice of this settlement, comprised of materials designated or supplied by AzHHA in accordance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715. This AzHHA Settlement Agreement may be included in such notice.

38. Plaintiffs and AzHHA jointly agree that it is not feasible, with the information reasonably accessible to them and within the time limits of 28 U.S.C. §1715(b), to identify which states' attorneys general (other than Arizona's) require notification. Accordingly, the Settlement Administrator shall serve the notice specified in Paragraph 37, above, on the attorneys general of every state. Plaintiffs and AzHHA also jointly agree that it is not feasible, with the information reasonably accessible to them and within the time limits of 28 U.S.C. §1715(b), to provide, to each state's attorney general, the names of class members who reside in each state and their estimated proportionate share in the AzHHA Settlement Amount. Accordingly, pursuant to 28 U.S.C. §1715(b)(7)(B), the notice served by the claims administrator shall include a reasonable estimate of the number of class members residing in each state and the estimated proportionate share of the claims of such members to the entire AzHHA Settlement Amount and the Settlement Amount, combined.

39. Pursuant to the terms of the Settlement Agreement, the Settling Defendants will be making available to Class Counsel a list of names and addresses of those Class Members known to them, and information regarding the Class Members' date or dates of service and

whether the service on each date was as a Per Diem or a Traveler (the "Class Notice List"). AzHHA represents that it does not know the names and/or addresses of Class Members and, except as set forth in paragraph 69, is therefore not expected to assist in compiling the Class Notice List. The Class Notice List shall be considered confidential and subject to the Protective Order entered in this action, Doc. Nos. 129 and 448 provided, however, that the Claims Administrator shall retain a record of the mailings of the Class Notice for a period of six (6) years after the Effective Date.

40. After entry of an Order of Preliminary Approval by the Court, the Claims Administrator shall mail to each member of the Settlement Classes on the Class Notice List, as updated, by first class mail postage prepaid, the Mailed Notice attached as Exhibit 3. If a Mailed Notice is returned as undeliverable, and the United States Postal Service ("USPS") provides a forwarding address, the Claims Administrator shall resend the Mailed Notice to the potential Class Member using the corrected address provided by the USPS.

41. In the application for Preliminary Approval, Plaintiffs will ask the Court to include in its Order of Preliminary Approval a provision that the Claims Administrator cause to be published the Published Notice in the publications listed in Exhibit 5, so as to be published in the nearest month following Preliminary Approval as is practical.

42. The Class Notice shall incorporate an opt-out deadline of no less than 40 days from the date the Claims Administrator anticipates completion of the later of (a) the initial mailing of the Mailed Notice (without regard to returned envelopes), or (b) publication of Published Notice, or such other time as set by the Court. The Class Notice shall incorporate a

final fairness hearing date as established by the Court which is not less than 30 days and not more than 60 days from the opt-out deadline.

43. The Mailed Notice may include a Claim Form in a form as approved by the Court. The Published Notice shall provide information on obtaining a claim form, including through a toll-free telephone number and a website, operated by the Claims Administrator (see below).

44. At or about the time of the mailing of the Mailed Notice, the Claims Administrator shall establish and maintain a web site on the internet, the URL of which (after it is registered and established) shall be included in the Class Notice (the "Class Settlement Web Site"). The Claims Administrator shall post on the Class Settlement Web Site at least the following items: (i) the Class Notice; (ii) the AzHHA Settlement Agreement; (iii) the Preliminary Approval Order as entered by the Court; (iv) information as to the date and time of the final approval hearing, including any changes to such hearing time or place received by the Claims Administrator at least five (5) business days prior to the final approval hearing; (v) contact information for Class Counsel; (vi) notification of the deadline by which any objections to final approval of the AzHHA Settlement Agreement must be filed with the Court and served on counsel for the parties; (vii) notification of Class Members' right to be represented at the final approval hearing by counsel of their own choosing, at their own expense, and the deadline for notification of any intent to appear and request to be heard at the final fairness hearing; (viii) the Complaint; (ix) when available, Class Counsel's Plan of Allocation and any orders relating thereto; (x) when available, the Claim Form; and (xi) any other document or notification stipulated to by the parties or directed by the Court. The Class Settlement Web Site shall be

maintained for a period of at least sixty (60) days after the entry of an order approving the final distribution of the AzHHA Settlement Fund.

45. Within ten (10) business days after the deadline for opting out as set by the Court, the Claims Administrator shall provide AzHHA and Class Counsel notice of the number of Opt-Outs together with copies of all opt out letters or forms and the associated postmarked envelopes or forms.

E. Final Approval of the AzHHA Settlement

46. After the expiration of AzHHA's right (if any) to terminate this AzHHA Settlement Agreement under the provision set forth in Paragraph 58 hereof, Class Counsel and counsel for AzHHA shall submit a motion for final approval of the settlement to the Court, on a timetable consistent with Paragraph 42. Class Counsel shall be primarily responsible for drafting the motion.

47. This AzHHA Settlement Agreement shall become final only upon: (a) the entry by the Court of the AzHHA Final Judgment and entry by the Court of a Final Judgment (as defined in the Settlement Agreement) pursuant to the separate Settlement Agreement, and (b) the expiration of the time for appeal or to seek permission to appeal from the Court's approval of the AzHHA Settlement Agreement and entry of the AzHHA Final Judgment, and the expiration of the time for appeal or to seek permission to appeal from the Court's approval of the Settlement Agreement and entry of the Final Judgment or, if an appeal from an approval and AzHHA Final Judgment or Final Judgment is taken, the affirmance of such AzHHA Final Judgment and Final Judgment in their entirety, without substantial modification, by the court of last resort to which

an appeal of such AzHHA Final Judgment and Final Judgment may be taken, except that any modification of the AzHHA Final Judgment or Final Judgment on appeal to which the parties agree shall not affect the finality of this AzHHA Settlement Agreement or the Effective Date. Notwithstanding the foregoing, the modification of any award of fees or costs to Class Counsel on appeal or on remand shall not affect the finality of this AzHHA Settlement Agreement, or the Effective Date. It is agreed that neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining when the judgment in this Litigation becomes final.

F. Release and Discharge

48. Upon the Effective Date and in consideration of the payment of the AzHHA Settlement Amount, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, and causes of action (including without limitation claims under the Arizona Antitrust Act and any state or federal antitrust or unfair competition laws, and claims under any common law theories), whether class, individual, or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties, and attorneys' fees that Releasors, or any one of them, whether directly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have against the Releasees, whether known or unknown, relating in any way to the conduct alleged in the Complaint prior to the Execution Date. The Released Claims include, without limitation, all claims related to or arising out of the facts, occurrences, transactions, or other matters alleged or which could have been alleged in the Complaint. Upon

the Effective Date, Plaintiffs and Class Members shall be forever enjoined from prosecuting Released Claims against any Releasee. Released Claims do not include any claim unrelated to the conduct at issue in the Complaint, arising in the ordinary course of work, such as a claim based on allegations of personal injury, unpaid wages, overtime, worker's compensation, or breach of contract, or a claim such as discrimination on account of race, gender or age based on violations of federal or state statutes, laws or regulations not at issue in the Complaint.

G. The AzHHA Settlement Fund

49. Each Class Member shall look solely to the AzHHA Settlement Fund for settlement and satisfaction, as provided herein, of all claims released by the Releasers. Except as provided by order of the Court, no Class Member shall have any interest in the AzHHA Settlement Fund or any portion thereof. Except as expressly provided in this AzHHA Settlement Agreement, or as otherwise ordered by a court, AzHHA's responsibility to Class Members for any expenses, costs, damages or fees of any nature is limited to the AzHHA Settlement Amount.

50. Claim Forms will be processed by the Claims Administrator and the costs of claims processing will be paid out of the AzHHA Settlement Fund and/or the Settlement Fund in accordance with paragraph 50 of this AzHHA Settlement Agreement and the Settlement Agreement. AzHHA shall not be responsible for any other costs associated with processing claims, except as provided in paragraph 69, below.

51. With Court approval, the AzHHA Settlement Fund may be distributed to pay the following expenses as they are incurred: Taxes, Tax Expenses, charges of the Escrow Agent, and charges of the Claims Administrator including notice costs before final approval of the

AZHHA Settlement Agreement.

52. Class Counsel shall be responsible for developing a plan of allocation and of claims processing for submission to the Court. AZHHA agrees to take no position on such plan, though counsel for AZHHA may provide accurate factual information if asked for such information by the Court. Class Counsel intend to propose an allocation plan that allocates funds among all eligible class members who submit timely and valid claims, and in the event that there are any unclaimed and unallocated funds, to ask the Court to approve a *cy pres* award to one or more accredited nursing schools in the state of Arizona. AZHHA agrees to stipulate to this request. AZHHA understands and agrees that in no event shall any unclaimed settlement funds revert or be returned to AZHHA, except as expressly provided for herein or as otherwise ordered by a court.

53. Coincident with a request for final approval of the AZHHA Settlement Agreement by the Court, Class Counsel may petition the Court for payment from the AZHHA Settlement Fund an award of reasonable attorneys' fees to Class Counsel of up to 25% of the AZHHA Settlement Fund, plus reimbursement of their reasonable litigation costs (including expert witness fees, deposition costs, travel costs, and other out-of-pocket disbursements). The award of attorneys' fees and reimbursement of litigation costs will be sought pursuant to the common fund doctrine and will be payable from the AZHHA Settlement Fund in an amount determined by the Court. AZHHA agrees to take no position on such petitions and such requests, although counsel for AZHHA may provide accurate factual information if asked for such information by the Court. If the settlement does not become effective or is rescinded for any reason, Class

Counsel shall reimburse AzHHA or its insurers for all monies paid out of the AzHHA Settlement Fund pursuant to this paragraph.

54. Except as otherwise provided in this AzHHA Settlement Agreement, the approval of the Court shall be required prior to the distribution of any monies from the AzHHA Settlement Fund, AzHHA Escrow Account, or QSF Accounts.

55. The AzHHA Settlement Amount shall be invested at the recommendation of the Claims Administrator and Class Counsel and with the consent of AzHHA, in fully-insured QSF Accounts. All interest earned by the AzHHA Settlement Amount shall become and remain part of the AzHHA Settlement Fund.

56. The AzHHA Settlement Fund shall be distributed, after the Effective Date (except as provided above), in accordance with a Plan of Allocation approved by the Court.

H. Rescission if this AzHHA Settlement Agreement is Not Approved

57. If the Court declines preliminarily to approve this AzHHA Settlement Agreement or the separate Settlement Agreement substantially on the terms set forth in each respective agreement, or if the Court declines to finally approve the AzHHA Settlement Agreement or Settlement Agreement at or after the final fairness hearing substantially on the terms set forth in each respective agreement or as modified by stipulation by the parties, or if the Court does not enter the AzHHA Final Judgment or Final Judgment, or if such approval or AzHHA Final Judgment or Final Judgment is materially modified or otherwise not approved on appeal then AzHHA and Plaintiffs shall, each in their sole discretion, have the option to rescind this AzHHA Settlement Agreement in its entirety with respect to itself, or to agree to a modification of the

AzHHA Settlement Agreement.

58. Simultaneously herewith, counsel for Plaintiffs and AzHHA are executing a confidential "AZHHA Supplemental Agreement." The AzHHA Supplemental Agreement sets forth certain conditions under which: (1) the AzHHA Settlement Agreement may be terminated by AzHHA if a certain percentage or number of persons request exclusion from the Settlement Classes; and (2) the AzHHA Settlement Agreement may be terminated by Plaintiffs in its entirety if one or more Settling Defendants, collectively representing a certain percentage of the "Settlement Amount" (as defined in the Settlement Agreement) elects to terminate the Settlement Agreement as to themselves pursuant to the separate Supplemental Agreement between Plaintiffs and Settling Defendants. Unless otherwise directed by the Court, the AzHHA Supplemental Agreement will not be filed with the Court unless and until a dispute among the Parties concerning its interpretation or application arises. In the event of a termination of the AzHHA Settlement Agreement by any party pursuant to the AzHHA Supplemental Agreement, this AzHHA Settlement Agreement will be become null and void and of no further force or effect with respect to the terminating party, with the exception of Paragraphs 33, 57, 58, 59, 60 and 65.

59. If this AzHHA Settlement Agreement does not become effective or final or is terminated or rescinded for any reason, any and all amounts constituting the AzHHA Settlement Fund less any amounts disbursed, or approved to be disbursed, and which Plaintiffs are contractually bound to pay, for Class Notice, claims processing, and/or pursuant to Paragraph 51 above (together with any net interest earned, the "Net AzHHA Settlement Fund") shall be returned to AzHHA and this AzHHA Settlement Agreement shall be deemed null and void. In

such event, the Escrow Agent or Claims Administrator shall disburse the Net AzHHA Settlement Fund to AzHHA in accordance with this Paragraph within thirty (30) days after receipt of either (i) written notice signed by counsel for AzHHA or by Class Counsel stating that this AzHHA Settlement Agreement has been rescinded, canceled, or terminated, or (ii) any order of the Court so directing. If this AzHHA Settlement Agreement is rescinded, canceled, or terminated pursuant to this Paragraph, any obligations pursuant to this AzHHA Settlement Agreement other than repayment of the Net AzHHA Settlement Fund (as set forth above) shall cease immediately.

60. AzHHA and Plaintiffs expressly reserve all of their respective rights to the extent that this AzHHA Settlement Agreement does not become effective or if this AzHHA Settlement Agreement is rescinded or terminated by AzHHA or Plaintiffs pursuant to the terms of this AzHHA Settlement Agreement.

I. Taxes

61. Class Counsel shall be solely responsible for directing the Escrow Agent or Claims Administrator to file all informational and other tax returns necessary to report any taxable and/or net taxable income earned by the AzHHA Settlement Fund. Further, Class Counsel shall be solely responsible for directing the Escrow Agent or Claims Administrator to make any tax payments, including interest and penalties due, on income earned by the AzHHA Settlement Fund. AzHHA shall have no responsibility to make any tax filings relating to this AzHHA Settlement Agreement or the AzHHA Settlement Fund, and shall have no responsibility to pay Taxes on any income earned by the Net AzHHA Settlement Fund, or to pay any Taxes with respect thereto unless the settlement is not consummated and the AzHHA Settlement Fund

is returned to AzHHA. If for any reason, for any period of time, AzHHA is required to pay Taxes on income earned by the AzHHA Settlement Fund, the Escrow Agent or Claims Administrator shall, upon written instructions from AzHHA with notice to Class Counsel, timely pay to AzHHA sufficient funds to enable it to pay all Taxes (state, federal, or other) on income earned by the applicable AzHHA Settlement Funds.

62. For the purpose of Treas. Reg. § 1.468B-1, the “Administrator” of the AzHHA Escrow Accounts or QSF shall be the Claims Administrator, who shall timely and properly file or cause to be filed on a timely basis, all tax returns necessary or advisable with respect to the AzHHA Escrow Accounts or QSF.

63. The parties to this AzHHA Settlement Agreement and their counsel shall treat, and shall cause the Claims Administrator to treat, the AzHHA Escrow Account or other QSF as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. The parties, their counsel, the Claims Administrator, and the Escrow Agent agree that they will not ask the Court to take any action inconsistent with the treatment of the AzHHA Escrow Accounts or QSF in such manner. In addition, the Claims Administrator and, as required, the parties shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Claims Administrator timely and properly to prepare and deliver the necessary documentation for signature by all necessary parties and thereafter to cause the appropriate filing to occur. All

provisions of this AzHHA Settlement Agreement shall be interpreted in a manner that is consistent with the AzHHA Escrow Account or QSF being a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1.

64. The Claims Administrator shall make appropriate employee withholding and employer payroll tax deductions from such payments as required by law. The Claims Administrator shall be responsible for calculating all required or appropriate local, state and federal payroll taxes resulting from this AzHHA Settlement Agreement, including without limitation Social Security, Medicare, income and other taxes or assessments arising from distribution or allocation of the AzHHA Settlement Fund to Class Members, including the employer portion of any payroll or other tax. The Claims Administrator shall withhold such taxes or assessments from any distribution or allocation, and make all required tax payments, including the employer portion of any tax obligation, from the AzHHA Settlement Fund. The Claims Administrator shall assure compliance with all applicable local, state and federal statutes, rules and regulations applicable to such distributions or allocation. The Claims Administrator shall prepare and distribute all necessary or appropriate tax forms (including, without limitation, W-2 forms), and perform any customary or appropriate procedures attendant to processing or issuing such payments and forms. The Claims Administrator shall also establish an Employer Identification Number for the AzHHA Settlement Fund to be used for processing payroll tax payments and forms. All payments, costs and fees made or incurred under this paragraph shall be made solely from the AzHHA Settlement Fund.

J. Use of this AzHHA Settlement Agreement

65. Neither this AzHHA Settlement Agreement and all negotiations, statements, and proceedings in connection herewith, nor the Settlement Agreement, shall, in any event, be construed or deemed to be evidence of an admission or concession on the part of the Plaintiffs, AzHHA, any of the Releasees, any member of the Settlement Classes, or any other person as an admission of liability or wrongdoing by them, or of the merit of any claim or defense, and shall not be offered into evidence in any action or proceeding (except an action or proceeding to enforce this AzHHA Settlement Agreement and the settlement contemplated thereby) or be used in any way as an admission, concession or evidence of any liability or wrongdoing of any nature, and shall not be construed or deemed to be evidence of, an admission or concession that the Plaintiffs or any other person has or has not suffered any damage, except that the Releasees may file this AzHHA Settlement Agreement and/or the AzHHA Final Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other similar theory of claim preclusion or issue preclusion or similar defense or counterclaim.

K. Judgment Sharing Agreement

66. Settling Defendants and AzHHA are parties to a Judgment Sharing Agreement (“JSA”) in the Litigation. Plaintiffs agree that if they obtain a final judgment against any Defendants in the Litigation, any amount that Plaintiffs may ultimately be entitled to collect pursuant to a Final Judgment from any parties to the JSA that are not parties to the AzHHA Settlement Agreement or to the Settlement Agreement shall be reduced in an amount calculated

as follows: (a) to the extent the amounts paid by the Settling Defendants are offsets that were deducted in determining the Final Judgment Amount, those amounts shall be added to the Final Judgment Amount to determine a "Gross Judgment Amount."; (b) the Gross Judgment Amount shall then be multiplied by the fractional share that the settling party would have had under Sections 3.4 through 3.6 of the JSA (if it had not settled and was a sharing party) to obtain a "Judgment Reduction Amount." In the event there is more than one settling party, a Judgment Reduction Amount shall be calculated in this manner separately for each settling party; (c) the Judgment Reduction Amount -- or the sum of all such Judgment Reduction Amounts if there is more than one settling party -- shall then be subtracted from the Gross Judgment Amount to obtain an Adjusted Judgment Amount; (d) the amount that Plaintiffs shall be entitled to collect from the parties to the JSA that did not settle with Plaintiffs shall not exceed the Adjusted Judgment Amount less payments by any judgment debtor or judgment debtors that are not parties to the JSA, less an amount equal to the Gross Judgment Amount multiplied by ten percent (10%) of the sum of the fractional shares (calculated in the manner that would have been required by the JSA if no defendant had settled) for those parties to the JSA that did not settle. The sum of the fractional shares that each Settling Defendant would have had pursuant to Sections 3.4 through 3.6 of the JSA (if those Settling Defendants had not settled) is set forth in Exhibit 8. The express purpose of this reduction required by the JSA is to ensure that the total amount that the Non-Settling Defendants may in the future become obligated to pay in satisfaction of any Final Judgment shall not be greater than the amount they would have been obligated to pay in satisfaction of a Final Judgment under the JSA if there had been no settlement between Plaintiffs

and AzHHA and between Plaintiffs and the Settling Defendants. Capitalized terms in this paragraph 66 have the same meaning that they have in the JSA.

67. The following are express, intended third-party beneficiaries of Paragraph 66 above: Hospital Development of West Phoenix, Inc., VHS Acquisition Company Number 1, LLC, VHS Acquisition Corporation, VHS Acquisition Subsidiary Number 1, Inc., VHS of Arrowhead, Inc. VHS of Phoenix, Inc. (“Abrazo”).

68. Plaintiffs, however, are not conceding or agreeing that, in the event that a judgment is entered in the Litigation after trial against any Non-Settling Defendant on any basis other than joint and several liability, that any such judgment is or would be subject to any reduction of any kind pursuant to or as a consequence of the JSA or this AzHHA Settlement Agreement. Except as agreed to herein, Plaintiffs also are not hereby waiving any arguments they might otherwise have in response to positions any Non-Settling Defendant may take regarding the interpretation and application of the JSA and this AzHHA Settlement Agreement.

L. Cooperation

69. As the Settlement Agreement and the AzHHA Settlement Agreement do not include all Defendants, AzHHA agrees to the following: (a) to makes its current employees, and any of its current officers and directors who are not employees, officers, or directors of another Settling Defendant, available for live interviews by Plaintiffs’ counsel subject to reasonable limitations on number and duration; (b) to make Beth Schermer available for live interviews by Plaintiffs’ counsel as to the December 11, 2000 meeting, subject to reasonable limitations on number and duration; (c) to make reasonable efforts to make former AzHHA employees and

current AzHHA officers and directors who are employees, officers, or directors of another Settling Defendant, available for live interviews by Plaintiffs' counsel, subject to reasonable limitations on number and duration; (d) that, at the request of Plaintiffs' counsel, any such person interviewed pursuant to sections (a), (b) or (c) of this paragraph shall execute an affidavit memorializing such interview and/or setting forth other truthful statements or information; said affidavits may be reviewed before executing by the affiant, affiant's counsel, and AzHHA's counsel, but no other person without prior consent of Plaintiffs' counsel; (e) that interviews conducted pursuant to this paragraph may be attended by interviewee's counsel and AzHHA's counsel, but no other person without prior consent of Plaintiffs' counsel; (f) that Plaintiffs may, subject to any scheduling order or other order of the Court, depose any and all current AzHHA employees, and current AzHHA officers and directors who are not employees, officers or directors of another Settling Defendant and who have knowledge relevant to the past or present operation of the Registry Program; AzHHA will cooperate with the scheduling of said depositions, while retaining its rights under the Federal Rules to object to questions at said depositions; (g) to use reasonable efforts to make former AzHHA employees and current officers and directors who are employees, officers or directors of another Settling Defendant available for deposition, under the same terms as in subparagraph (f); (h) that it will not object to any deposition, trial or document subpoena Plaintiffs may serve on a former AzHHA employee, or former AzHHA officer or director, except as otherwise permitted herein; (i) that if a person deposed pursuant to this paragraph has previously been deposed in the Litigation, AzHHA will agree to a second deposition of up to 3 hours, exclusive of breaks, but AzHHA will not agree to a

third deposition; (j) to make current AzHHA employees, and current officers and directors who are not employees, officers or directors of another Settling Defendant available to testify at trial or any hearing, upon Plaintiffs' request, and make such persons available to meet with Plaintiffs' counsel, with the witness' and AzHHA's counsel present, in advance of said hearing or trial, subject to reasonable limits on number and duration, and regardless if they have been interviewed or deposed previously by Plaintiffs' counsel; (k) to use reasonable efforts to secure the attendance at trial upon Plaintiffs' request of any former AzHHA employee or former officer or director not otherwise subject to subpoena or other compulsory process to appear at trial; (l) to a second deposition of Cindy Scott, of up to 4 hours duration, exclusive of breaks, without restriction on scope but AzHHA retains its rights to object pursuant to the Federal Rules; (m) to provide Plaintiffs with such additional data, documents and information as Plaintiffs may from time to time request, within reason and provided the requests are narrowly tailored and not overly burdensome; (n) to provide such assistance as may be required by Plaintiffs to provide the foundation for the admissibility of any document or testimony that Plaintiffs identify, including providing affidavits and/or live testimony as may be required; (o) to make reasonable efforts, if requested, to assist in compiling the Class Notice List by contacting nurse staffing agencies and/or the Arizona State Board of Nursing; (p) to make reasonable efforts, if requested, to assist in processing of claim forms by Class Members; (q) to provide to Plaintiffs' counsel whatever cooperation AzHHA provides to any Non-Settling Defendant pursuant to Section 5.9 of the JSA¹ or otherwise; (r) to provide such other reasonable "clean up" discovery, such as

¹ That section provides as follows: "Continuing Cooperation. Settling Parties shall continue to cooperate with the non-settling Parties in the defense of the Action, including providing factual information and making one or more witnesses available for live testimony at any trial of the Action as may be reasonably requested by any non-settling

providing legible copies of documents, supplying missing attachments to email, and the like, and copies of AzHHA registry contracts and agreements, as may be requested. AzHHA shall bear all costs and expenses of its cooperation pursuant to this paragraph. Plaintiffs shall provide AzHHA with reasonable notice to facilitate AzHHA's compliance with this paragraph. Nothing herein obligates AzHHA to provide Plaintiffs with any information that AzHHA had previously provided to any Non-Settling Defendant that would not otherwise be called for by this AzHHA Settlement Agreement. Plaintiffs, however, retain all discovery rights under the Federal Rules and applicable law against any Non-Settling Defendant. Plaintiffs agree that upon conclusion of this Litigation, by settlement or otherwise, against all parties who are named as Defendants as of the date of this AzHHA Settlement Agreement, AzHHA shall have no further discovery obligations arising from this AzHHA Settlement Agreement, other than any that may arise from proceedings relating to enforcement or adjudication of the AzHHA Settlement Agreement itself, including pursuant to Paragraph 70. The parties agree that nothing in paragraph 69 waives any applicable privileges or protections belonging to any person or entity, including, but not limited to, the attorney-client privilege, work product doctrine, joint defense privilege, common interest privilege and/or any other applicable privilege, or to assert any objections to any request on the grounds that responding would present an undue burden. Notwithstanding any other provision of this Paragraph 69, Plaintiffs shall not interview any former or current officer, director, or employee of a Settling Defendant without first giving the Settling Defendant's counsel reasonable notice of and an opportunity to appear at that interview.

Party. The costs incurred in providing any such factual information and making such witnesses available shall be paid by the non-settling Parties requesting such information and witnesses."

M. Prospective Relief

70. AzHHA shall not establish a program similar to the Registry Program for obtaining temporary nursing services unless such program operates in compliance with Section 1 of the Sherman Act, 15 U.S.C. § 1, the Arizona state antitrust act, A.R.S. § 44-1401, and the limitations imposed under Section IV of the final judgment entered in *United States of America and the State of Arizona v. Arizona Hospital and Healthcare Association and AzHHA Service Corporation*, No. CV 07-1020-PHX (D. Ariz.), on September 12, 2007, to the extent those limitations are required by federal and/or state antitrust law. AzHHA specifically agrees that Plaintiffs or any other Class Member may bring an action in this Court to seek to enforce compliance with this Paragraph, and, in that event, AzHHA agrees to expedite the proceedings, including agreeing to stipulate to a request by Plaintiffs or other Class Member for a hearing within 14 days of any complaint or other similar pleading being filed with the Court, for the purpose of seeking a temporary restraining order, injunction, or other similar equitable relief to enforce this Paragraph. AzHHA also agrees to expedited discovery, if requested. AzHHA also agrees that, in the event the Court finds AzHHA to be in breach of this paragraph, AzHHA shall pay Plaintiffs, or other Class Member, their reasonable attorneys' fees, costs and expenses, in addition to any other relief awarded by the Court. Notwithstanding any other provision in this AzHHA Settlement Agreement, the Parties agree that this paragraph shall only become effective against AzHHA the day after the final judgment entered against AzHHA in *United States of America and the State of Arizona v. Arizona Hospital and Healthcare Association and AzHHA Service Corporation*, No. CV 07-1020-PHX (D. Ariz.) expires, or on September 13, 2017,

whichever is earlier, and will remain in effect for five years thereafter.

N. Miscellaneous

71. This AzHHA Settlement Agreement including its Exhibits, AzHHA Supplemental Agreement and the AzHHA Escrow Agreement constitute the entire agreement among Plaintiffs and AzHHA pertaining to the settlement of the Litigation against AzHHA only and supersedes any and all prior and contemporaneous undertakings of Plaintiffs and AzHHA in connection therewith. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party hereto to any other party concerning the subject matter hereof. This is an integrated agreement. This AzHHA Settlement Agreement may be modified or amended only by a writing executed by Class Counsel and AzHHA and approved by the Court.

All terms of this AzHHA Settlement Agreement shall be governed by and interpreted according to the substantive laws of Arizona without regard to its choice of law or conflict of law principles.

72. The United States District Court for the District of Arizona shall retain exclusive jurisdiction over all matters relating to the implementation and enforcement of the AzHHA Settlement Agreement.

73. Neither AzHHA nor Plaintiffs, nor any of them, shall be considered to be the drafter of this AzHHA Settlement Agreement, or any of their provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this AzHHA Settlement Agreement.

74. Nothing expressed or implied in this AzHHA Settlement Agreement (other than as set forth in Paragraph 67 above) is intended to or shall be construed to confer upon or give any person or entity other than Plaintiffs, Class Members, AzHHA, Releasors, and Releasees any right or remedy under or by reason of this AzHHA Settlement Agreement.

75. Where this AzHHA Settlement Agreement requires any party to provide notice or any other communication or document to any other party, such notice, communication, or document shall be provided by email, facsimile or letter by overnight delivery at the address reflected on the signature pages, with notice to be considered received on the day of receipt; provided, however, that any notice of non-delivery shall cause such notice to be invalid.

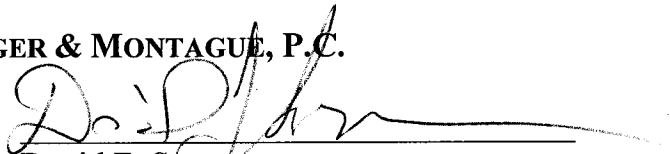
76. This AzHHA Settlement Agreement may be executed in counterparts by Plaintiffs and AzHHA and a facsimile or emailed image of a signature shall be deemed an original signature for purposes of executing this AzHHA Settlement Agreement.

77. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this AzHHA Settlement Agreement, by and on behalf of his or her respective clients.

IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives, have agreed to this AzHHA Settlement Agreement, including Exhibits 3 through 9, as of the date first herein written above.

BERGER & MONTAGUE, P.C.

By:


David F. Sorensen
Neill W. Clark
1622 Locust Street
Philadelphia, PA 19103

Tel: 215-875-3000

Fax: 215-875-4604

LAW OFFICES OF DAVID BALTO

By: David Balto

David Balto

1350 I Street, NW

Suite 850

Washington, D.C. 20005-3355

Tel: 202-577-5424

Fax: 202-333-4186

KELLER ROHRBACK, P.L.C.

By: _____

Mark Samson

Ron Kilgard

3101 North Central Avenue, Suite 1400

Phoenix, AZ 85012

Tel: 602-230-6324

Fax: 602-230-6360

KELLER ROHRBACK, L.L.P.

By: _____

Lynn L. Sarko

1201 Third Avenue, Suite 3200

Seattle, WA 98101

Tel: 206-623-1900

Fax: 206-623-3384

Tel: 215-875-3000
Fax: 215-875-4604

LAW OFFICES OF DAVID BALTO

By: _____
David Balto
1350 I Street, NW
Suite 850
Washington, D.C. 20005-3355
Tel: 202-577-5424
Fax: 202-333-4186

KELLER ROHRBACK, P.L.C.

By: *Ron Kilgard*
Mark Samson
Ron Kilgard
3101 North Central Avenue, Suite 1400
Phoenix, AZ 85012
Tel: 602-230-6324
Fax: 602-230-6360

KELLER ROHRBACK, L.L.P.

By: *Lynn Sarko (by RK)*
Lynn L. Sarko
1201 Third Avenue, Suite 3200
Seattle, WA 98101
Tel: 206-623-1900
Fax: 206-623-3384

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: Allen P. Grunes

Allen P. Grunes
1350 I Street, NW
Suite 510
Washington, D.C. 20005-3355
Tel: 202-296-7353
Fax: 202-296-7009

Attorneys for Plaintiffs

**COPPERSMITH SCHERMER &
BROCKELMAN PLC**

By: _____

Keith Beauchamp
Lauren J. Weinzwieg
Roopali H. Desai
2800 North Central Avenue, Suite 1200
Phoenix, AZ 85004
Tel: (602) 224-0999

Attorneys for Defendants Arizona Hospital and
Healthcare Association and AzHHA Service
Corporation

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: _____

Allen P. Grunes
1350 I Street, NW
Suite 510
Washington, D.C. 20005-3355
Tel: 202-296-7353
Fax: 202-296-7009

Attorneys for Plaintiffs

**COPPERSMITH SCHERMER &
BROCKELMAN PLC**

By:  _____

Keith Beauchamp
Lauren J. Weinzweig
Roopali H. Desai
2800 North Central Avenue, Suite 1200
Phoenix, AZ 85004
Tel: (602) 224-0999

**Attorneys for Defendants Arizona Hospital and
Healthcare Association and AzHHA Service
Corporation**

EXHIBIT 3

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA

If you worked as a temporary per diem or traveling nurse at a hospital in Arizona between 1997 and 2007 and were placed there or worked through a nurse staffing agency, your rights could be affected by a lawsuit and you could get a payment from a class action Settlement.

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

- The purpose of this notice is to notify you about the existence of a Class Action Lawsuit (the “Lawsuit”) and a Class Settlement Agreement and Release, dated ___ (the “Settlement”) that has been reached in the Lawsuit with many hospitals in Arizona (“Settling Defendants”) that participated in the Arizona Hospital and Healthcare Association (“AzHHA”) Registry Program relating to temporary per diem and travel nurse services. The case is *Cindy Johnson, et al., v. Arizona Hospital and Healthcare Association, et al.*, Civil Action No. 07-1292. Judge Susan R. Bolton of the United States District Court for the District of Arizona is overseeing the Lawsuit.
- The Lawsuit alleges that AzHHA and certain hospitals (collectively, “Defendants”), through the AzHHA Registry Program, illegally agreed to fix the prices the hospitals paid for temporary travel and temporary per diem nurse services obtained through outside nurse staffing agencies, including RNs, LPNs, OR Techs, and CNAs, in violation of federal and state antitrust law, and other state law. Defendants have denied the allegations. No trial has taken place.
- This Notice is to inform you of the Lawsuit and Settlement, explain your rights and options, and explain how you can obtain more information.
- You received this Notice because, according to available records, you may be a member of one or both classes certified by the Court in this case. The two classes are: (1) all persons who, between, January 1, 1997 and September 12, 2007, provided temporary per diem nurse services in Arizona for any Defendant or other hospital that participated in the AzHHA Registry Program, and who were placed there through an outside nurse staffing agency (the “Per Diem Settlement Class”); and (2) for settlement purposes only, all persons who, between, January 1, 1997 and September 12, 2007, provided temporary travel nurse services in Arizona for any Defendant or other hospital that participated in the AzHHA Registry Program, and who were placed there through an outside nurse staffing agency (the “Traveler Settlement Class”). Some people may be members of both classes, if they qualify for both. The classes, and who is and who is not included, are described further below in Question 6.
- The Court has scheduled a hearing to decide upon Final Approval of the Settlement, the plan for allocating the Settlement Fund to class members (summarized in Questions 11

and 12 below), and Class Counsel’s request for reimbursement of costs and expenses and award of attorney’s fees. That hearing is scheduled for ___(insert hearing date)_____ before U.S. District Judge for the District of Arizona Susan R. Bolton in Courtroom ___ at the United States District Court for the District of Arizona, Sandra Day O’Connor U.S. Courthouse, 401 W. Washington Street, Phoenix, AZ 85003.

- Your legal rights are affected whether you act or don’t act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT AND SETTLEMENT	
DO NOTHING NOW SUBMIT A CLAIM FORM LATER	You do not need to do anything now to remain a member of the classes. If you do nothing, you will keep the right to have the final outcome of the Lawsuit, whether favorable or unfavorable, apply to you. You will not, however, be able to sue the Settling Defendants separately about the same legal claims in this lawsuit. Later, if the Settlement is approved by the Court, and you are a Class Member, you will need to fill out, sign and return a Claim Form to get your share of the Settlement.
EXCLUDE YOURSELF	You can choose to exclude yourself, or “opt out” of this action. If you exclude yourself, you lose the right to share in this Settlement, and you may lose the right to participate in any future recovery that might result from a trial or Settlement of this lawsuit with the Non-Settling Defendants. If you opt out, you will not be bound by any decision in this lawsuit favorable to Defendants. If you wish to pursue any claim you may have, you would need to hire your own lawyer, at your own expense.
OBJECT	You can remain part of the Classes, and write to the Court about why you do not like the Settlement.
GO TO A HEARING	You can ask to speak to the Court about the fairness of the Settlement with the Settling Defendants.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... PAGES 4-6

1. Why did I get this notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. What has happened in the case so far?
5. Why is there a Settlement with Settling Defendants?

WHO IS IN THE CLASSES AND SETTLEMENT PAGE 6

6. Am I part of the Classes and the Settlement with Settling Defendants?

IF YOU DO NOTHING..... PAGE 7

7. What happens if I do nothing at all?

EXCLUDING YOURSELF FROM THE CLASSES & THE SETTLEMENT PAGE 7

8. Why would I ask to be excluded?
9. How do I get out of the Classes?
10. If I don't exclude myself, can I sue Defendants for the same thing later?

THE SETTLEMENT BENEFITS - WHAT YOU GET PAGE 8

11. What does the Settlement with Settling Defendants provide?
12. How much will my payment be?
13. Can I get out of the Settlement?

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM PAGE 9

14. How can I get a payment?
15. When would I get payment?

THE LAWYERS REPRESENTING YOU PAGES 9-10

16. Do I have a lawyer in this case?
17. Should I get my own lawyer?
18. How will Class Counsel be paid?

OBJECTING TO THE SETTLEMENT..... PAGE 10

19. How do I tell the Court that I don't like the Settlement with Settling Defendants?

THE COURT'S FAIRNESS HEARING PAGES 10-11

20. When and where will the Court decide whether to approve the Settlement?
21. Do I have to come to the hearing?
22. May I speak at the hearing?

GETTING MORE INFORMATION PAGE 11

23. How do I get more information?

BASIC INFORMATION

1. Why did I get this notice?

You received this Notice because available records show that you may have provided temporary per diem or traveling nurse services to a Defendant Hospital between January 1, 1997 and September 12, 2007, through one or more outside nurse staffing agencies, and therefore you may be a member of one, or both, classes certified by the Court.

This Notice explains the Lawsuit, the Settlement with the Settling Defendants, and the legal rights and obligations that you may exercise before the Court decides whether to approve the Settlement with the Settling Defendants or hold a trial.

2. What is this lawsuit about?

The Lawsuit alleges that AzHHA and the hospital Defendants, through the AzHHA Registry Program, violated the antitrust laws, and other laws, by illegally agreeing to set and suppress the prices that hospitals that participated in the Registry Program (“Participating Hospitals”) paid outside nurse staffing agencies for the work of temporary per diem and temporary travel nursing personnel, including RNs, LPNs, OR Techs, BHTs, and CNAs. The Lawsuit further alleges that AzHHA and the other Defendants set the prices at artificially low levels, causing temporary nursing personnel to be paid less than they would have been paid otherwise.

Defendants deny the allegations; deny that they have violated any laws or done anything unlawful; and deny that they have caused any damage to class members.

The Court has not decided whether Defendants violated any laws. No trial has been held or scheduled. The Settlement is not an admission or indication of wrongdoing by Defendants of any kind. Nor is it an admission by Plaintiffs of any kind.

The Lawsuit is known as *Cindy Johnson et al. v. Arizona Hospital and Health Care Association et al.*, Civil Action No. 07-1292. Judge Susan R. Bolton of the United States District Court for the District of Arizona is overseeing this class action.

3. Why is this a class action?

In a class action, one or more persons called “Class Representatives” sue on behalf of other persons with similar claims. Here, there are three Class Representatives (all of whom are RNs): Cindy Johnson, Stephanie L. Walker, and Barbara Craig. Ms. Walker and Ms. Craig have worked in Arizona as temporary travel nurses; Ms. Johnson has worked as both a temporary per diem and a temporary travel nurse. The Class Representatives and the persons on whose behalf they have sued are together called a “Class” or “Class Members.” They are also called the “Plaintiffs.” Their attorneys are called “Class Counsel.”

The entities that have been sued are called the “Defendants.” There are a number of Defendants in this case: AzHHA; AHH Management, Inc., Arizona Heart Hospital, LLC, Banner Health, Brim Healthcare, Bullhead City Hospital Corporation, Carondelet Health Network, Catholic Healthcare West, Cobre Valley Community Hospital, Havasu Regional Medical Center, LLC, HealthSouth Rehabilitation Institute of Tucson, LLC, HealthSouth Valley of the Sun LP, Hospital Development of West Phoenix, Inc., IASIS Healthcare Holdings, Inc. (General Partner of St. Luke’s Medical Center, L.P. and St. Luke’s Behavioral Hospital, L.P.), John C. Lincoln Health Network, Kindred Hospitals West, LLC, Kingman Hospital, Inc., Mayo Clinic Arizona, Mesa General Hospital, L.P., Navajo Health Foundation-Sage Memorial Hospital, Inc., Northern Arizona Healthcare Corporation, Northwest Hospital LLC, Oro Valley Hospital LLC, Payson Hospital Corporation, PHC-Fort Mohave, Inc., Phoenix Children’s Hospital, Inc., Regional Care Services Corporation, Scottsdale Healthcare, Select Specialty Hospital - Arizona, Inc., Select Specialty Hospital - Phoenix, Inc., Sierra Vista Regional Health Center, Southern Arizona Regional Rehabilitation Hospital LP, St. Luke’s Behavioral Hospital, L.P., St. Luke’s Medical Center, L.P., Summit Healthcare Association, Sun Health Corporation, TMC Healthcare, University Medical Center Corporation, University Physicians Healthcare, VHS Acquisition Company Number 1, LLC, VHS Acquisition Corporation, VHS Acquisition Subsidiary Number 1, Inc., VHS of Arrowhead, Inc., VHS of Phoenix, Inc. (collectively, the “VHS entities”), and Yuma Regional Medical Center, Inc.

All of these Defendants are Settling Defendants except: Hospital Development of West Phoenix, Inc. and the VHS entities, which are a part of Abrazo Health Care and operate Phoenix Baptist Hospital, Arrowhead Hospital, Maryvale Hospital, West Valley Hospital, and Paradise Valley Hospital and operated Phoenix Memorial Hospital before it closed. The Lawsuit will continue against these entities.

In a class action lawsuit, one court resolves the issues for everyone in the Class, except for those class members who exclude themselves from the class. The deadline for requesting exclusion from this class action is on (insert exclusion deadline) .

4. What has happened in the case so far?

Both sides have investigated the facts. That is called “discovery.” Over the course of nearly three years, the Plaintiffs have reviewed tens of thousands of pages of documents produced in the litigation, and taken depositions (sworn testimony) of numerous witnesses. The Court denied Defendants’ motion to dismiss, in part, on March 19, 2009, and decided that Plaintiffs had properly pled claims under: (1) Section 1 of the Sherman Act, a federal antitrust law; (2) Arizona’s Uniform State Antitrust Act; and (3) unjust enrichment. The Court dismissed other state law claims. On July 14, 2009, the Court certified a class of temporary per diem nurses and denied certification of a travel class. Plaintiffs alleged that the common classwide issues included : (a) whether Defendants’ conduct constitutes a *per se* antitrust violation; (b) whether the anticompetitive effects of Defendants’ wrongful conduct may be demonstrated directly without the need of proving a relevant market; and (c) whether, and to what extent, Defendants’ conduct caused damages to Class members in the form, among others, of lower wages or compensation. The Court agreed that common issues of law and fact exist across the Per Diem Class.

Although the Court previously denied certification of a travel class, in connection with and in light of the Settlement only, the Settling Defendants have agreed to the certification of a class of temporary travel nurses as well, and the Court has certified for settlement purposes only a class of temporary travel nurses in light of this Settlement.

5. Why is there a Settlement with the Settling Defendants?

The Plaintiffs and the Settling Defendants were working towards a trial, but they have now agreed to a Settlement. The Settlement is the product of months of negotiation, and four days of settlement talks conducted by an outside mediator, a former judge. The Settlement does not mean that any law was violated or that Defendants did anything wrong. Defendants deny all legal claims in this case. The Settlement allows both Plaintiffs and the Settling Defendants to avoid the cost of a trial, and avoid the risk of losing at trial or on appeal, and avoid further delay. If Plaintiffs were to lose at trial, class members would recover nothing. Without a settlement, based on the Court’s previous denial of certification of a travel class, there might be no recovery at all for travel nurses. The Class Representatives and Class Counsel believe that the Settlement is in the best interests of the Classes.

WHO IS IN THE CLASSES AND SETTLEMENT

To see if you are in one or both classes, and if you will get money from the Settlement, you first have to check to see that you are a Class Member (this Notice may have reached you in error).

6. Am I part of the Classes and the Settlements with the Settling Defendants?

You are in the Per Diem Class if you are a person who, between January 1, 1997 and September 12, 2007, provided temporary per diem nurse services in Arizona for any Defendant or other hospital that participated in the AzHHA Registry Program, and who was placed there through an outside nurse staffing agency. To decide whether you are in the Per Diem Class, you need to proceed through two steps:

Step 1: Review the list, attached as Exhibit 1, of the AzHHA Participating Hospitals, and the years each hospital participated in the AzHHA Per Diem Registry. The hospitals are in alphabetical order, and hospitals that have since closed are included. Next to each hospital's name are the years it participated in the AzHHA Per Diem Registry. If you worked on a temporary, per diem basis at any of these hospitals at any time during the years listed for that hospital, and did so through an outside nurse staffing agency, you may be a Per Diem class member and you should go to Step 2.

Step 2: Next, check if you worked in one of the positions included. The positions are listed in Exhibit 2 attached. Next to each position are the years that position was part of the Per Diem Registry. For example, RNs (both specialist and non-specialist) and LPNs were included from June 1, 1997 to September 12, 2007. If you worked, for example, as a temporary per diem RN or as a temporary per diem LPN through an outside nurse staffing agency and did so at any time from June 1, 1997 to September 12, 2007 (at one of the hospitals you identified in Step 1), you are in the Per Diem Class. Temporary per diem CNAs were also included, but from June 1, 1999 to September 12, 2007. So, for example, if you worked as a temporary per diem CNA but only in 1998, you would not be in the Per Diem Class.

You are in the Traveler Settlement Class if you are a person who, between January 1, 1997 and September 12, 2007, provided temporary travel nurse services in Arizona for any Defendant or other hospital that participated in the AzHHA Registry Program, and who was placed there through an outside nurse staffing agency. To decide whether you are in the Traveler Settlement Class, you need to proceed through two steps:

Step 1: Review the list, attached as Exhibit 3, of the AzHHA Participating Hospitals, and the years each hospital participated in the AzHHA Travel Registry. The hospitals are in alphabetical order, and hospitals that have since closed are included. Next to each hospital's name are the years it participated in the AzHHA Travel Registry. If you worked on a temporary, travel basis at any of these hospitals at any time during the years listed for that hospital, and did so through an outside nurse staffing agency, you may be a Traveler class member and you should go to Step 2.

Step 2: Next, check if you worked in one of the positions included. The positions included are listed in Exhibit 4. Next to each position are the years that position was part of the Travel Registry. For example, travel RNs (both specialists and non-specialist) and

travel LPNs were included from August 1, 1997 to September 12, 2007. If you worked, for example, as a travel RN or as a travel LPN through an outside nurse staffing agency and did so at any time from August 1, 1997 to September 12, 2007 (at one of the hospitals you identified in Step 1), you are in the Traveler Class. Travel CNAs were also included, but only from August 1, 1997 to July 31, 2000. So if you worked as a travel CNA in 1999 (at one of the hospitals you identified in Step 1 that was in the Travel Registry in 1999), you would be in the Traveler Class. But if you worked as a travel CNA only in 2004, you would not be in the Traveler Class.

You may be a member of both classes, if you qualify for both.

Excluded from both Classes are Defendants and their parents, officers, directors, subsidiaries and affiliates.

Remember, to be in either class you must have worked through an outside nurse staffing agency. You are not in either class if the only work you performed for a Participating Hospital, from January 1, 1997 to September 12, 2007, was for the hospital's internal pool or internal registry and not through an outside nurse staffing agency. You are not in either class if the only work you performed for a Participating Hospital from January 1, 1997 through September 12, 2007 was through direct employment by the hospital and not through an outside nurse staffing agency. You are not in either class if the only work you performed for a Participating Hospital was before January 1, 1997, or after September 12, 2007.

If you are not sure whether you are included, you may call, write or email the lawyers in this case at the telephone numbers or email addresses listed in Question 16 below. There is also a website with more information: (insert website address).

IF YOU DO NOTHING

7. What happens if I do nothing at all?

If you do nothing, you will remain a class member. You will keep the right to get a share of the Settlement. If you are a member of the Per Diem Class, you will also keep the right to share in any recovery that may come from a trial or a future settlement with the Non-Settling Defendants. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants about the legal issues or claims in this case. All of the Court's Orders will apply to you and legally bind you. To actually obtain any payment, you will have to complete and submit a valid and timely Claim Form.

EXCLUDING YOURSELF FROM THE CLASSES & THE SETTLEMENT

8. Why would I ask to be excluded?

If you do not want to be bound by any judgment, whether favorable or unfavorable, that may be made in this case, do not want a payment from this Settlement, and/or if you want

to hire your own lawyer to bring a suit for you separately, or for any other reason or for no reason, you can choose to exclude yourself from the classes. This is sometimes referred to as “opting out” of a class.

If you exclude yourself so you can start or continue your own lawsuit against Defendants, you should talk to your own lawyer soon, because your claims will be subject to a statute of limitations, which means that your claims will expire if you do not take timely action. You need to contact your own lawyer about this issue.

9. How do I get out of the Classes?

To exclude yourself from the Classes, you may send a letter by first class U.S. mail simply saying that you want to be excluded from *Cindy Johnson et al. v. Arizona Hospital and Health Care Association et al.*, Civil Action No.07-1292, or you may complete and return the attached form entitled “Request for Exclusion From Class Action Lawsuit And Settlement.” Be sure to include your name, address, e-mail address if you have one, telephone number, and signature. You must mail your exclusion request postmarked on or before (insert exclusion deadline) to (insert Claims Admin Address) . You cannot exclude yourself by telephone, by email, or at the website.

If you ask to be excluded from the Per Diem Settlement Class, you will not get to share in the Settlement, or any other recovery that may come from trial or from a future Settlement with the Non-Settling Defendants. You will not be legally bound by anything that happens in this Lawsuit, including this Settlement, and you may be able to sue (or continue to sue) Defendants in the future about the legal issues in this case.

If you ask to be excluded from the Traveler Settlement Class, you will not get to share in the current Settlement. Because not all Defendants are settling, however, the case will continue after the Settlement. If a travel class is later certified with respect to those other Defendants, whether in light of a later settlement or by court order, you may be provided another chance to participate in such a travel class, depending on the definition of such a travel class.

If you are a member of both the Per Diem and the Travel Settlement Class, you may exclude yourself from both classes, but not just one or the other.

10. If I don't exclude myself, can I sue Defendants for the same thing later?

No. If you remain in the Classes and share in the Settlement, you give up your right to sue the Defendants who are settling. That is called “releasing” your claims and potential claims relating to your work as a temporary per diem or as a travel nurse. The full text of the release is included in the Settlement, which you can obtain through the website **(insert website address)** _____.

If you have your own pending lawsuit, speak to your lawyer in that case immediately, because you must exclude yourself from this Class to continue your own lawsuit. Remember the exclusion deadline is __(insert deadline date)_____.

THE SETTLEMENT BENEFITS—WHAT YOU GET

11. What does the Settlement with the Settling Defendants provide?

The Settling Defendants have agreed, all together, to pay \$22,476,818 into a Settlement Fund that will earn interest until it is distributed. Class Counsel will apply to the Court for an award of reasonable attorneys' fees of up to 25% of the gross Settlement fund, and for reimbursement of costs and expenses, incentive awards to the Class Representatives totaling \$60,000, and payment of notice costs and administering the Settlement. If approved, those things will be paid from the Settlement Fund. The remainder (the "Net Settlement Fund") will be divided among Class Members according to the Allocation Plan approved by the Court. The Settlement also provides for other relief to prevent the alleged wrongful conduct from happening again.

The Settlement also provides that the amount the Non-Settling Defendants may ultimately be liable for, after any trial, will be reduced in light of the amount the Settling Defendants have agreed to pay.

A copy of the Settlement is available at (insert website address)_____. The settlement with AzHHA is contained in a separate settlement document. That settlement agreement is also available at (insert website address). AzHHA is contributing to the settlement and providing cooperation as well. A copy of the current complaint is available at (insert website address)_____. A copy of the approved Allocation Plan is available at (insert website address)_____.

12. How much will my payment be?

If the Court grants final approval to the Settlement, your share of the Net Settlement Fund will depend, first, on which class you are part of. More money will go to members of the Per Diem Class than the Traveler Class because the Court previously certified a Per Diem Class to go forward to trial, but previously denied a Traveler Class. The Settling Defendants agreed to certification of a Traveler Settlement Class in light of settlement, and the Court has certified a Traveler Settlement Class in light of settlement. But the different allocation amounts reflect the risk that, absent a settlement, no travel class would ever be certified in the face of opposition by Defendants, which would mean that temporary travel nurses would not recover anything unless they hired a lawyer, brought their own individual lawsuit, and then won at trial or obtained their own settlement. Generally, Per Diem Class members will receive, on average, four times what Traveler Class members receive for each hour claimed.

Next, the amount you get will depend on the temporary position you filled, and for how many hours. Temporary RNs will get more per hour generally than LPNs, for example, because the AzHHA Registry rates were higher for RNs than LPNs. The total number of hours you worked also will affect the amount. Also, hours worked through agencies that

did not participate in the AzHHA program will be allocated less than hours worked through agencies that did participate.

Your share of the Net Settlement Fund will also depend on the total number of valid claim forms that Class Members submit. The money will be distributed among all the class members submitting timely, valid claims. If very few claims are submitted, there will be a maximum amount that anyone can receive, and the remaining money, and any money from uncashed checks, will be donated to one or more accredited nursing schools in Arizona.

The Allocation Plan is available at (insert website)_____.

The benefits available under the Settlement will become available after the claims against the Settling Defendants are resolved, either through final approval of this Settlement, or after trial and any appeals or appeal rights have expired.

13. Can I get out of the Settlement?

Yes, if you exclude yourself from this lawsuit on or before _____, 2010 by following the instructions in Question 9.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

14. How can I get a payment?

You do not need to do anything now to keep the right to get a share of the total Settlement Fund, but to actually obtain any payment, you will have to complete and submit a valid and timely claim form. Attached you will find a claim form. You may complete that form and mail it to:

Johnson v. AzHHA Settlement Administrator
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

You may also file a claim online at www.rg2claims.com/azzha.html. You may be asked to verify the accuracy of the information on the Claim Form. You can obtain more copies of the form by calling 1-866-742-4955.

YOUR CLAIM FORM MUST BE POSTMARKED NO LATER THAN _____.

15. When would I get payment?

Payment is conditioned on several matters, including the Court's approval of the Settlement with the Settling Defendants, and such approval being final and no longer subject to any appeals to any court. Upon satisfaction of various conditions, the Net Settlement Fund will be allocated to Class Members pursuant to a Court-approved Plan of Allocation, as soon as possible after the Court grants final approval to the Settlement with

Settling Defendants. Any appeal of the final approval, however, could take a year or two, or more. Any accrued interest on the Settlement Fund will go to the Settlement Fund. The Settlement Agreement may be terminated on several grounds, including if the Court does not approve or materially modifies the Settlement, or if too many class members choose to exclude themselves. Should the Settlement Agreement be terminated, the Settlement will be terminated and the lawsuit will proceed as if the Settlement had not been reached.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The lawyers listed below have represented to the Court that they are qualified to represent you and all Class Members. Together the law firms are called "Class Counsel." They are experienced in handling similar cases against other companies. The lawyers are:

David F. Sorensen
Neill W. Clark
Berger & Montague, P.C.
1622 Locust Street
Philadelphia, PA 19103
(215) 875-3000
www.bergermontague.com

David Balto
Law Offices of David Balto
1350 I Street, N.W.,
Suite 850
Washington, DC 20005-3355
(202) 577-5424
www.dcantitrustlaw.com

Mark Samson
Keller Rohrback, P.L.C.
3101 North Central Avenue
Suite 1400
Phoenix, AZ 85012
(602) 248-0088
www.kellerrohrback.com

Allen Grunes
Brownstein Hyatt Farber
Schreck, LLP
1350 I Street, Suite 510
Washington, DC 20005-3355
(202) 296-7353
www.bhfs.com

17. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you wish to do so, you may hire your own lawyer at your own expense.

18. How will Class Counsel be paid?

If the Court approves the Settlement, the Court will be asked to approve a fee to the lawyers of no more than 25% of the Settlement Fund, plus reimbursement to the lawyers for the expenses they have paid and/or incurred and payments of \$15,000 each to Ms. Walker and Ms. Craig, and \$30,000 to Ms. Johnson for serving as Class Representatives for the benefit of the classes and for their efforts in prosecuting this case, which has included, among other things, production of documents, providing written discovery responses, and being deposed for a full day each. You will not have to pay these fees and expenses. If the Court grants Class Counsel's requests, these amounts would be deducted from the Settlement Fund. Class Counsel's application for an award of attorneys' fees, reimbursement of expenses and incentive awards to the Class Representatives will be filed with the Court and made available for download and/or viewing on or before _____, 2010. You may obtain these document on the internet sites maintained by Class Counsel listed above, the website dedicated to this litigation (**insert website**), or by calling the toll free number (**insert number**) and requesting this information. These documents, and others in the case (unless they were filed under seal) will also be available at the office of the Clerk of the United States District Court for the District of Arizona, Sandra Day O'Connor U.S. Court House, 401 W. Washington Street, Phoenix, AZ 85003, during normal business hours.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement with the Settling Defendants or some part of it.

19. How do I tell the Court that I do not like the Settlement with the Settling Defendants?

If you are a Class Member, you can object to the Settlement if you do not like any part of it. You can explain why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter via first class U.S. mail saying that you object to *Johnson et al. v. Arizona Hospital and Healthcare Association et al.*, Civil Action No. 07-1292. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the Settlement. Mail the objection no later than _____, 2010, to: (**insert short hand Name of case**) Objections, P.O. Box _____, _____(address), with a copy to Joel W. Nomkin, Perkins Coie Brown & Bain, 2901 N. Central Ave., Phoenix, AZ 85012.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement with the Settling Defendants.

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at _____m. on _____, 2010, in Courtroom ___ at the United States District Court for District of Arizona-Phoenix, Sandra Day O'Connor U.S. Court House, 401 W. Washington Street, Phoenix, AZ 85003. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

The Fairness Hearing may be moved to a different date or time without additional notice so it is a good idea periodically to check www._____.com for updated information.

21. Do I have to come to the hearing?

No. Class Counsel will answer questions that the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not 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 your own lawyer to attend, but it is not necessary. Moreover, you do not have to attend to share in the Settlement.

22. May I speak at the hearing?

Class Counsel will speak on your behalf, but you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter via first class U.S. mail saying that it is your "Notice of Intention to Appear in *Johnson et al. v. Arizona Hospital and Healthcare Association et al.*, Civil Action No. 07-1292. Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than _____, 2010, and must be sent to: **(insert shorthand name of case)** Appearances, P.O. Box _____, _____(address). Please also send a copy of your Notice of Intention to Appear to Arizona District Court, Clerk of Court, [Sandra Day O'Connor U.S. Courthouse, 401 W. Washington Street, Phoenix, AZ 85003](#). You cannot speak at the hearing if you excluded yourself as a Class Member.

GETTING MORE INFORMATION

23. How do I get more information?

If you have questions about this case or want to get additional information, you may call or write to, or visit the websites of, any of the lawyers listed in Question 16. In addition you may call a toll free number **(insert number)** and visit the website **(insert website) for questions**. This is only a summary of the proposed Settlement and is qualified in its entirety by the terms of the actual Settlement. A copy of the Settlement, including the releases, is on public file with the United States District Court for the District of Arizona, Sandra Day O'Connor U.S. Courthouse, 401 W. Washington Street, Phoenix, AZ 85003, during normal business hours and is also available for download and/or viewing on the internet sites maintained by Class Counsel listed in Question 11.

**PLEASE DO NOT WRITE OR CALL THE COURT
OR THE CLERK'S OFFICE FOR INFORMATION.**

DATE: _____, 2010

BY THE COURT

Honorable Susan R. Bolton

United States District Judge

[COMPLETE THIS FORM *ONLY IF YOU CHOOSE TO NOT PARTICIPATE IN THIS LAWSUIT OR SETTLEMENT*]

REQUEST FOR EXCLUSION FROM CLASS ACTION LAWSUIT AND SETTLEMENT

Cindy Johnson, et al. v. Arizona Hospital and Healthcare Association, et al., No. 07-1292, United States District Court for the District of Arizona

INSTRUCTIONS: TO OPT-OUT OF THE LAWSUIT AND THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE **(insert opt-out date)**, ADDRESSED AS FOLLOWS:

Johnson et al., v. Arizona Hospital and Healthcare Association et al.
Class Action Claims Administrator
c/o RG2 Claims Administration LLC
P.O. Box **(insert)**
Philadelphia, PA 19102-9479
Tel. (866) 742-4955

YOU CAN ALSO FAX THIS SIGNED FORM TO -----

IF YOU REQUEST EXCLUSION YOU ARE EXCLUDING YOURSELF FROM BOTH THE LAWSUIT AND THE SETTLEMENT

Please fill in all of the following information (type or print):

NAME (First, Middle, Last):

STREET ADDRESS:

CITY, STATE, ZIP

CODE

EMAIL

ADDRESS

FORMER NAMES (if any):

TELEPHONE NUMBERS: Home/Cell: _____ Work:

Arizona Nursing license number (if you have one):

: _____

I [insert your name] _____ wish to be excluded from the Lawsuit and the Settlement Classes in *Johnson, et al. v. Arizona Hospital and Healthcare Association, et al.*, No.

07-1292, United States District Court for the District of Arizona. I understand that by signing this side of the form, I am voluntarily choosing to exclude myself from the Lawsuit and the Settlement ("opting out"). I understand that by opting out of this Lawsuit and Settlement I will not receive money from the Settlement with Settling Defendants, and I may not be able to participate in any possible future settlement with the Non-Settling Defendants. I also understand that if I wish to assert any claims related to those set forth in the Lawsuit, I may have to hire my own lawyer to bring suit separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, which restrict the time within which I may file any such action. I understand that I should consult with an attorney if I wish to obtain advice regarding my rights with respect to the Lawsuit and Settlement and/or my choice to opt out of the Lawsuit and Settlement. I further verify that my name, address and other contact information are accurately set forth above. I received and read the Notice that was sent to me along with this form. I have not been coerced by anyone to opt out of this Class Action, and I choose to opt out of my own free will.

I declare under penalty of perjury that the forgoing is true and correct.

Signed: _____ Date: _____

Print Name: _____

WE STRONGLY SUGGEST THAT AFTER YOU HAVE FILLED OUT THIS FORM AND SIGNED IT, YOU MAKE A COPY SHOWING WHEN YOU MAILED IT OR FAXED IT AND KEEP FOR YOUR RECORDS

WE REQUEST THAT YOU PROVIDE, BELOW, INFORMATION ABOUT THE TEMPORARY NURSING POSITIONS YOU WORKED DURING THE PERIOD FROM JANUARY, 1 1997 TO SEPTEMBER 12, 2007. YOU DO NOT NEED TO PROVIDE THIS INFORMATION TO OPT OUT. IT IS YOUR CHOICE.

Position worked (such as RN, LPN, CNA, etc.):

Hospitals in Arizona Worked at:

Nurse Staffing Agency that Placed You:

Circle One, or Both, that Apply to You :

PER DIEM

TRAVELER

EXHIBIT 1

LIST OF PARTICIPATING HOSPITALS IN AZHHA PER DIEM REGISTRY

Facility	Per Diem Program
Arizona Heart Hospital	6/1/1998 - 2007
Arizona Orthopedic Surgical Hospital	11/2006 - 2007
Arrowhead Community Hospital	1997 - 10/25/2005
Banner Baywood Heart Hospital (f/k/a Lutheran Heart Hospital)	11/2/2000 - 7/31/2007
Banner Baywood Medical Center (f/k/a Valley Lutheran Medical Center)	6/1/2003 - 7/31/2007
Banner Behavioral Health Hospital (f/k/a Samaritan Behavioral Health Center - Scottsdale)	6/1/1997 - 7/31/2007
Banner Desert Medical Center (f/k/a Desert Samaritan Medical Center)	6/1/1997 - 7/31/2007
Banner Estrella Medical Center (opened 2005)	1/2005 - 7/31/2007
Banner Good Samaritan Medical Center (f/k/a Good Samaritan Medical Center)	6/1/1997 - 7/31/2007
Banner Mesa Medical Center (f/k/a Mesa Lutheran Medical Center) (closed 9/18/2007)	6/1/2003 - 7/31/2007
Banner Thunderbird Medical Center (f/k/a Thunderbird Samaritan Medical Center)	6/1/1997 - 7/31/2007
Bullhead Community Hospital (see Western Arizona Regional Medical Center)	1997 - 5/31/1998
Carondelet Holy Cross Hospital - Nogales	1997 - 2007
Carondelet St. Joseph's Hospital - Tucson	1997 - 2007
Carondelet St. Mary's Hospital - Tucson	1997 - 2007
Casa Grande Regional Medical Center	2002 - 7/31/2007
Central Arizona Care Center	1997 - 5/31/2000
Central Arizona Medical Center (closed 10/1/1999)	1997 - 10/1/1999

Facility	Per Diem Program
Chandler Regional Hospital	1997 - 2007
Cobre Valley Community Hospital	1997 - 2007
Columbia El Dorado Medical Center (see El Dorado Medical Center)	6/1/1997 - 5/31/1998
Columbia Medical Center Phoenix (see Phoenix Regional Medical Center)	7/21/1997 - 5/31/1998
Columbia Northwest Medical Center	6/1/1997 - 5/31/1998
Community Hospital Medical Center (closed 11/15/1999)	11/10/1997 - 11/15/1999
Del E. Webb Memorial Hospital (see also Sun Health)	6/1/1997 - 2007
Desert Samaritan Medical Center (now Banner Desert Medical Center)	6/1/1997 - 7/31/2007
Desert Valley Care Center	1997 - 2007
El Dorado Medical Center (f/k/a Columbia El Dorado Medical Center) (closed 8/18/2006)	1997 - 8/18/2006
Flagstaff Medical Center	2/12/1998 - 2007
Gila River Health Care Corporation	9/2005 - 2007
Gilbert Hospital	March - August 2006
Good Samaritan Care Center (Banner)	6/1/1997 - 5/31/2003
Good Samaritan Regional Medical Center (now Banner Good Samaritan Medical Center)	6/1/1997 - 7/31/2007
Havasu Regional Medical Center	6/1/1997 - 2007
Havasu Samaritan Regional Hospital	6/1/1997 - 4/1998
HealthSouth Rehab Hospital of Southern Arizona	6/1/2003 - 2007
HealthSouth Rehab Institute of Tucson	6/1/2003 - 2007
John C. Lincoln Hospital - Deer Valley	1/1/2004 - 2007
John C. Lincoln Hospital - North Mountain	1/1/2004 - 2007
Kindred Hospital - Arizona - Phoenix (f/k/a Vencor Hospital, Phoenix)	6/1/2001 - 2007

Facility	Per Diem Program
Kindred Hospital - Arizona - Tucson (f/k/a Vencor Hospital, Tucson)	6/1/2001 - 2007
Kindred Hospital Arizona - Scottsdale	6/1/2001 - 2007
Kingman Regional Medical Center	6/1/2001 - 2007
LaPaz Regional Hospital (f/k/a Parker Community Hospital)	6/1/1998 - 6/30/2002
Lutheran Heart Hospital (now Banner Baywood Heart Hospital)	11/2/2000 - 7/31/2007
Maryvale Hospital Medical Center	6/1/1999 - 10/25/2005
Maryvale Samaritan Medical Center	6/1/1997 - 5/31/1998
Mayo Clinic Hospital (opened 1998)	6/1/1998 - 2007
Mercy Gilbert Medical Center (opened 2006)	2006 - 2007
Mesa General Hospital (Closed June 2008)	1997 - 7/31/2006
Mountain Valley Regional Rehabilitation Hospital	2/2007 - 2007
Navapache Regional Medical Center (see Summit)	1997 - 2007
Northwest Hospital (see Columbia Northwest Medical Center & Northwest Medical Center)	Jan - June 1997
Northwest Medical Center	6/1/1998 - 2007
Northwest Medical Center- Oro Valley (opened 2005)	2/2005 - 2007
Page Hospital	6/1/1997 - 7/31/2007
Palo Verde Hospital aka Palo Verde Mental Health	1997 - 2007
Paradise Valley Hospital	6/1/2000 - 10/25/2005
Parker Community Hospital (see LaPaz)	6/9/1997 - 5/31/1998
Payson Regional Medical Center	6/1/2001 - 11/2003
Phoenix Baptist Hospital	1997 - 10/25/2005
Phoenix Children's Hospital	6/1/2001 - 2007

Facility	Per Diem Program
Phoenix Memorial Hospital (closed 6/1/2007)	1997 - 10/25/2005
Phoenix Regional Medical Center (f/k/a Columbia Medical Center Phoenix) (closed 11/18/1999)	6/1/1998 - 11/18/1999
Sage Memorial Hospital	1997 - 2007
Samaritan Behavioral Health Center - Scottsdale (now Banner Behavioral Health Hospital)	6/1/1997 - 7/31/2007
Samaritan Rehabilitation Institute	6/1/1997 - 5/31/2000
Scottsdale Healthcare Osborn (f/k/a Scottsdale Memorial Hospital)	1997 - 6/30/2002
Scottsdale Healthcare Shea (f/k/a Scottsdale Memorial Hospital - North)	1997 - 6/30/2002
Scottsdale Memorial Hospital - North	1997
Scottsdale Memorial Hospital - Osborn	1997
Select Specialty Hospital - Mesa	10/13/2003 - 2007
Select Specialty Hospital - Phoenix	10/13/2003 - 2007
Select Specialty Hospital - Phoenix Downtown	10/13/2003 - 2007
Select Specialty Hospital - Scottsdale	10/13/2003 - 2007
Sierra Vista Regional Health Center	1/1/2006 - 2007
St. Joseph's Hospital & Medical Center	4/20/1998 - 2007
St. Luke's Behavioral Hospital	1997 - 12/26/2005
St. Luke's Medical Center	1997 - 12/26/2005
Summit Healthcare Regional Medical Center (f/k/a Navapache)	1997 - 2007
Sun Health Del E. Webb Hospital	6/1/1997 - 2007
Sun Health Walter O. Boswell Hospital	6/1/1997 - 2007
Tempe St. Luke's Hospital	1997 - 7/31/2006
Thunderbird Samaritan Medical Center (now Banner Thunderbird Medical Center)	6/1/1997 - 7/31/2007

Facility	Per Diem Program
Tucson Heart Hospital (opened 1997)	9/8/1997 - 2007
Tucson Medical Center (TMC Healthcare)	2000 - Present
University Medical Center	1997 - 2007
University Physicians Healthcare	6/1/2004 - 2007
Valley View Medical Center (opened 2005)	2005 - 2007
Vencor Hospital - Phoenix (see Kindred)	1997 - 5/31/2001
Vencor Hospital - Tucson (see Kindred)	1997 - 5/31/2001
Verde Valley Medical Center	5/2004 - 2007
Walter O. Boswell Memorial Hospital (see also Sun Health)	6/1/1997 - 2007
Wendy Paine O'Brien Treatment Center - Phoenix (closed 9/15/1999)	6/1/1997 - 9/15/1999
West Valley Hospital	6/1/2003 - 10/25/2005
Western Arizona Regional Medical Center (f/k/a Bullhead Community Hospital)	1997 - 5/1998
White Mountain Regional Medical Center	6/1/2005 - 2007
Wickenburg Community Hospital (a/k/a Wickenburg Regional Hospital)	1997 - 2007
Yuma Regional Medical Center	1997 - 2007

EXHIBIT 2**PER DIEM CLASS****AzHHA Per Diem Registry - Southern and Northern Markets
Positions Included**

<u>Position</u>	<u>Dates</u>
RN (Including Specialist and Non-Specialist)	June 1, 1997 - September 12, 2007
LPN	June 1, 1997 - September 12, 2007
CNA	June 1, 1999 - September 12, 2007
Psych Tech	June 1, 1997 - May 31, 2000
BHT	June 1, 2000 - September 12, 2007
OR Tech	June 1, 1997 - September 12, 2007
Monitor Tech	June 1, 1997 - May 31, 1999
Nurse Aide	June 1, 1997 - May 31, 2000
Sitter	June 1, 1997 - September 12, 2007

EXHIBIT 3**LIST OF PARTICIPATING HOSPITALS IN AZHHA TRAVEL REGISTRY**

Facility	Travel Program
Arizona Heart Hospital	8/1/1999 - 2007
Arrowhead Community Hospital	5/1/1999 - 10/25/2005
Banner Baywood Heart Hospital (f/k/a Lutheran Heart Hospital)	12/2000 - 8/26/2007
Banner Baywood Medical Center (f/k/a Valley Lutheran Medical Center)	8/1/2003 - 8/26/2007
Banner Behavioral Health Hospital (f/k/a Samaritan Behavioral Health Center - Scottsdale)	8/1/1998 - 8/26/2007
Banner Desert Medical Center (f/k/a Desert Samaritan Medical Center)	8/1/1998 - 8/26/2007
Banner Estrella Medical Center (opened 2005)	1/2005 - 8/26/2007
Banner Good Samaritan Medical Center (f/k/a Good Samaritan Medical Center)	8/1/1998 - 8/26/2007
Banner Mesa Medical Center (f/k/a Mesa Lutheran Medical Center) (closed 9/18/2007)	8/1/2003 - 8/26/2007
Banner Thunderbird Medical Center (f/k/a Thunderbird Samaritan Medical Center)	8/1/1998 - 8/26/2007
Carondelet Holy Cross Hospital - Nogales	8/1/1999 - 2007
Carondelet St. Joseph's Hospital - Tucson	8/1/1999 - 2007
Carondelet St. Mary's Hospital - Tucson	8/1/1999 - 2007
Casa Grande Regional Medical Center	2002 - 2007
Central Arizona Care Center	8/1/1999 - 7/31/2000
Central Arizona Medical Center (closed 10/1/1999)	8/1/1999 - 10/1/1999
Chandler Regional Hospital	8/1/1998 - 2007
Cobre Valley Community Hospital	8/1/1999 - 2007
Community Hospital Medical Center (closed 11/15/1999)	8/1/1999 - 11/15/1999
Copper Queen Community Hospital	8/1/1999 - 7/31/2003
Del E. Webb Memorial Hospital (see also Sun Health)	8/1/1998 - 2007
Desert Samaritan Medical Center (now Banner Desert Medical Center)	8/1/1998 - 8/26/2007

Facility	Travel Program
Desert Valley Care Center	8/1/1999 - 10/31/2006
El Dorado Medical Center (f/k/a Columbia El Dorado Medical Center) (closed 8/18/2006)	1998 - 8/18/2006
Flagstaff Medical Center	8/1/1998 - 2007
Gila River Health Care Corporation	2/2007 - 2007
Good Samaritan Care Center (Banner)	8/1/1998 - 7/31/2003
Good Samaritan Regional Medical Center (now Banner Good Samaritan Medical Center)	8/1/1998 - 8/26/2007
Havasu Regional Medical Center	6/1/1999 - 2007
John C. Lincoln Hospital - Deer Valley	8/1/2003 - 2007
John C. Lincoln Hospital - North Mountain	8/1/2003 - 2007
Kindred Hospital - Arizona - Phoenix (f/k/a Vencor Hospital, Phoenix)	8/1/2001 - 2007
Kindred Hospital - Arizona - Tucson (f/k/a Vencor Hospital, Tucson)	8/1/2001 - 2007
Kindred Hospital Arizona - Scottsdale	8/1/2003 - 2007
Kingman Regional Medical Center	10/1/2002 - 2007
LaPaz Regional Hospital (f/k/a Parker Community Hospital)	8/1/1999 - 2007
Lutheran Heart Hospital (now Banner Baywood Heart Hospital)	12/2000 - 8/26/2007
Maryvale Hospital Medical Center	5/1/1999 - 10/25/2005
Mayo Clinic Hospital (opened 1998)	5/1/1999 - 2007
Mercy Gilbert Medical Center (opened 2006)	2006 - 2007
Mesa General Hospital (Closed June 2008)	6/1/1999 - 7/31/2006
Mt. Graham Regional Medical Center	8/1/1999 - 2007
Navapache Regional Medical Center (see Summit)	6/1/1999 - 2007
Northern Cochise Community Hospital	3/2005 - 2007
Northwest Medical Center	6/1998 - 2007
Northwest Medical Center- Oro Valley (opened 2005)	2005 - 2007
Page Hospital	8/1/1998 - 8/26/2007
Palo Verde Hospital aka Palo Verde Mental Health	1998 - 12/20/2004
Paradise Valley Hospital	8/1/1999 - 10/25/2005

Facility	Travel Program
Payson Regional Medical Center	8/1/1999 - 11/2003
Phoenix Baptist Hospital	5/1/1999 - 10/25/2005
Phoenix Children's Hospital	5/1/1999 - 2007
Phoenix Memorial Hospital (closed 6/1/2007)	5/1/1999 - 10/25/2005
Phoenix Regional Medical Center (f/k/a Columbia Medical Center Phoenix) (closed 11/18/1999)	6/1/1999 - 11/18/1999
Sage Memorial Hospital	6/1/1999 - 2007
Samaritan Behavioral Health Center - Scottsdale (now Banner Behavioral Health Hospital)	8/1/1998 - 8/26/2007
Samaritan Rehabilitation Institute	8/1/1998 - 7/31/2003
Scottsdale Healthcare Osborn (f/k/a Scottsdale Memorial Hospital)	6/1/1999 - 2007
Scottsdale Healthcare Shea (f/k/a Scottsdale Memorial Hospital - North)	6/1/1999 - 2007
Select Specialty Hospital - Mesa	8/1/2003 - 2007
Select Specialty Hospital - Phoenix	6/1/1999 - 2007
Select Specialty Hospital - Phoenix Downtown	8/1/2003 - 2007
Select Specialty Hospital - Scottsdale	8/1/2003 - 2007
Sierra Vista Regional Health Center	1/1/2006 - 2007
St. Joseph's Hospital & Medical Center	7/1/1997 - 2007
St. Luke's Behavioral Hospital	6/1/1999 - 12/26/2005
St. Luke's Medical Center	6/1/1999 - 12/26/2005
Summit Healthcare Regional Medical Center (f/k/a Navapache)	1998 - 2007
Sun Health Del E. Webb Hospital	8/1/1998 - 2007
Sun Health Walter O. Boswell Hospital	8/1/1998 - 2007
Tempe St. Luke's Hospital	7/1/1999 - 7/31/2006
Thunderbird Samaritan Medical Center (now Banner Thunderbird Medical Center)	8/1/1998 - 8/26/2007
Tucson Heart Hospital (opened 1997)	5/1/1999 - 2007
Tucson Medical Center (TMC Healthcare)	1998 - 12/20/2004
University Medical Center	8/1/1998 - 2007
University Physicians Healthcare	6/2004 - 2007

Facility	Travel Program
Vencor Hospital - Phoenix (see Kindred)	6/1/1999 - 7/31/2001
Vencor Hospital - Tucson (see Kindred)	6/1/1999 - 7/31/2001
Verde Valley Medical Center	2/1/2000 - 2007
Walter O. Boswell Memorial Hospital (see also Sun Health)	8/1/1998 - 2007
Wendy Paine O'Brien Treatment Center - Phoenix (closed 9/15/1999)	8/1/1998 - 9/15/1999
West Valley Hospital	8/1/2003 - 10/25/2005
Western Arizona Regional Medical Center (f/k/a Bullhead Community Hospital)	1997 - May 1998
White Mountain Regional Medical Center	8/1/2000 - 2007
Wickenburg Community Hospital (a/k/a Wickenburg Regional Hospital)	8/1/2000 - 2007
Yuma Regional Medical Center	6/1/1999 - 2007

EXHIBIT 4**TRAVEL CLASS
AzHHA Travel Registry
Positions Included**

<u>Position</u>	<u>Dates</u>
RN (Including Specialist and Non-Specialist)	June 1, 1997 - September 12, 2007
LPN	August 1, 1997 - September 12, 2007
CNA	August 1, 1997 - July 31, 2000
COTA	August 1, 1997 - July 31, 1999
CVOR Tech	August 1, 2000 - September 12, 2007
Medical Tech	August 1, 1997 - July 31, 2000
Nurse Practitioner	August 1, 1997 - July 31, 1999
Occ. Therapist	August 1, 1997 - July 31, 1999
OR Tech	August 1, 1997 - September 12, 2007
Physical Therapist	August 1, 1997 - July 31, 1999
Physician Asst.	August 1, 1997 - July 31, 1999
Psych Tech	August 1, 1997 - July 31, 2000
PT Assistant	August 1, 1997 - July 31, 1999
Rad Tech	August 1, 1997 - July 31, 2001
Resp. Therapist	August 1, 1997 - July 31, 1999
Specialty Rad Tech	August 1, 2000 - July 31, 2001
Speech Pathologist	August 1, 1997 - July 31, 1999

CLAIM FORM

**JOHNSON, ET AL. V. ARIZONA HOSPITAL & HEALTHCARE ASSOCIATION, ET AL.
UNITED STATES DISTRICT COURT CASE No. 07-CV-01292-SRB, D. - AZ.**

YOUR CLAIM FORM MUST BE POSTMARKED ON OR BEFORE _____, __ 2010.

Please fill out the following information completely and submit this form, along with the documentation described below if required. If the information you provide is incomplete, your claim may be rejected.

CLAIMANT INFORMATION			
First Name	M.I.	Last Name	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Street Address			
<input type="text"/>			
City	State	Zip Code	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Foreign Province	Foreign Country		
<input type="text"/>	<input type="text"/>		
Arizona Nursing License Number (Please provide your most recently issued active or expired license number)			
<input type="text"/>			
Social Security Number	Work Telephone Number (beginning with Area Code)		
<input type="text"/>	<input type="text"/>		
Home Telephone Number (beginning with Area Code)	Fax Number (beginning with Area Code)		
<input type="text"/>	<input type="text"/>		
E-Mail Address			
<input type="text"/>			

Please fill in below the information, by year from **January 1, 1997 through September 12, 2007**, for your work as a temporary per diem or temporary travel nurse. You may use pen or pencil, but please be neat. The first block asks the year you worked. If you worked at more than one hospital in a year, please list them separately. So, for example, you can fill in "1999" for the "Year" more than once, to cover each different hospital you worked at in the year 1999. Next, fill in the "Hospital Code" for the hospital where you worked. The 4-digit Hospital Codes are listed on Exhibit A to this form. Next, fill in the "Job Code," for the job you worked. The 2-digit Job Codes are listed on Exhibit B. For example, the Job Code for "RN" is 37. Next, fill in the "Agency Code" identifying the outside nurse staffing agency that placed you at the hospital. The 3-digit Agency Codes are listed on Exhibit C. If you do not see your agency listed, fill in 000, which means "other." **IMPORTANT:** If you were NOT placed by an outside nurse staffing agency, do NOT include those hours in this claim form. They are NOT part of this claim. Finally, fill in the total number of hours you worked for that hospital for that year. If you have work records, such as pay stubs or other documents, please refer to them as we may ask you for copies. Otherwise, please use your best estimate.

If you need more space, you can make copies of this form. You can also get more copies of this Claim Form and the Notice of Pendency of Class Action at www.rg2claims.com/azhha.html or by calling (866) 742-4955. You can also file your Claims online at www.rg2claims.com/azhha.html.



You Can Also File Your Claim Online at www.rg2claims.com/azhha.html

PER DIEM NURSE EMPLOYMENT INFORMATION

Year	Hospital Code	Job Code	Agency Code	Hours
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Year	Hospital Code	Job Code	Agency Code	Hours
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Year	Hospital Code	Job Code	Agency Code	Hours
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Year	Hospital Code	Job Code	Agency Code	Hours
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Year	Hospital Code	Job Code	Agency Code	Hours
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Year	Hospital Code	Job Code	Agency Code	Hours
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Year	Hospital Code	Job Code	Agency Code	Hours
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Year	Hospital Code	Job Code	Agency Code	Hours
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Year	Hospital Code	Job Code	Agency Code	Hours
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

TRAVEL NURSE EMPLOYMENT INFORMATION

Year	Hospital Code	Job Code	Agency Code	Hours
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Year	Hospital Code	Job Code	Agency Code	Hours
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Year	Hospital Code	Job Code	Agency Code	Hours
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Year	Hospital Code	Job Code	Agency Code	Hours
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Year	Hospital Code	Job Code	Agency Code	Hours
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Year	Hospital Code	Job Code	Agency Code	Hours
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Year	Hospital Code	Job Code	Agency Code	Hours
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Year	Hospital Code	Job Code	Agency Code	Hours
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Year	Hospital Code	Job Code	Agency Code	Hours
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

TRAVEL NURSE EMPLOYMENT INFORMATION

Year	Hospital Code	Job Code	Agency Code	Hours
□□□□	□□□□	□□	□□□	□□□□
Year	Hospital Code	Job Code	Agency Code	Hours
□□□□	□□□□	□□	□□□	□□□□
Year	Hospital Code	Job Code	Agency Code	Hours
□□□□	□□□□	□□	□□□	□□□□
Year	Hospital Code	Job Code	Agency Code	Hours
□□□□	□□□□	□□	□□□	□□□□
Year	Hospital Code	Job Code	Agency Code	Hours
□□□□	□□□□	□□	□□□	□□□□
Year	Hospital Code	Job Code	Agency Code	Hours
□□□□	□□□□	□□	□□□	□□□□
Year	Hospital Code	Job Code	Agency Code	Hours
□□□□	□□□□	□□	□□□	□□□□
Year	Hospital Code	Job Code	Agency Code	Hours
□□□□	□□□□	□□	□□□	□□□□
Year	Hospital Code	Job Code	Agency Code	Hours
□□□□	□□□□	□□	□□□	□□□□
Year	Hospital Code	Job Code	Agency Code	Hours
□□□□	□□□□	□□	□□□	□□□□
Year	Hospital Code	Job Code	Agency Code	Hours
□□□□	□□□□	□□	□□□	□□□□
Year	Hospital Code	Job Code	Agency Code	Hours
□□□□	□□□□	□□	□□□	□□□□

If your total hours claimed are more than _____, please send us copies of documents you have showing the work you performed, such as paystubs, an IRS Form 1099 indicating payment of self employment wages, or other written documentation establishing employment.

I SUBMIT THIS CLAIM FORM UNDER THE PENALTY OF PERJURY AND STATE THAT THE INFORMATION I PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature: _____ Date: _____

Print Name: _____

YOUR CLAIM FORM MUST BE POSTMARKED ON OR BEFORE _____, 2010.



(INSERT Class Member Name and Address)

Mail this Claim Form to the following address:

Johnson v. AzHHA Settlement Administrator
 c/o RG/2 Claims Administration LLC
 P.O. Box 59479
 Philadelphia, PA 19102-9479
 (866) 742-4955

EXHIBIT A - HOSPITAL CODES

HOSPITAL CODE	FACILITY
1000	ARIZONA HEART HOSPITAL
1001	ARIZONA ORTHOPEDIC SURGICAL HOSPITAL
1002	ARROWHEAD COMMUNITY HOSPITAL
1003	BANNER BAYWOOD HEART HOSPITAL (F/K/A LUTHERAN HEART HOSPITAL)
1004	BANNER BAYWOOD MEDICAL CENTER (F/K/A VALLEY LUTHERAN MEDICAL CENTER)
1005	BANNER BEHAVIORAL HEALTH HOSPITAL (F/K/A SAMARITAN BEHAVIORAL HEALTH CENTER - SCOTTSDALE)
1006	BANNER DESERT MEDICAL CENTER (F/K/A DESERT SAMARITAN MEDICAL CENTER)
1007	BANNER ESTRELLA MEDICAL CENTER (OPENED 2005)
1008	BANNER GOOD SAMARITAN MEDICAL CENTER (F/K/A GOOD SAMARITAN MEDICAL CENTER)
1009	BANNER MESA MEDICAL CENTER (F/K/A MESA LUTHERAN MEDICAL CENTER) (CLOSED 9/18/2007)
1010	BANNER THUNDERBIRD MEDICAL CENTER (F/K/A THUNDERBIRD SAMARTIAN MEDICAL CENTER)
1011	BULLHEAD COMMUNITY HOSPITAL (SEE WESTERN ARIZONA REGIONAL MEDICAL CENTER)
1012	CARONDELET HOLY CROSS HOSPITAL - NOGALES
1013	CARONDELET ST. JOSEPH'S HOSPITAL - TUCSON
1014	CARONDELET ST. MARY'S HOSPITAL - TUCSON
1015	CASA GRANDE REGIONAL MEDICAL CENTER
1016	CENTRAL ARIZONA CARE CENTER
1017	CENTRAL ARIZONA MEDICAL CENTER (CLOSED 10/1/1999)
1018	CHANDLER REGIONAL HOSPITAL
1019	COBRE VALLEY COMMUNITY HOSPITAL
1020	COLUMBIA EL DORADO MEDICAL CENTER (SEE EL DORADO MEDICAL CENTER)
1021	COLUMBIA MEDICAL CENTER PHOENIX (SEE PHOENIX REGIONAL MEDICAL CENTER)
1022	COLUMBIA NORTHWEST MEDICAL CENTER
1023	COMMUNITY HOSPITAL MEDICAL CENTER (CLOSED 11/15/1999)
1024	COPPER QUEEN COMMUNITY HOSPITAL
1025	DEL E. WEBB MEMORIAL HOSPITAL (SEE ALSO SUN HEALTH)
1026	DESERT SAMARITAN MEDICAL CENTER (NOW BANNER DESERT MEDICAL CENTER)
1027	DESERT VALLEY CARE CENTER
1028	EL DORADO MEDICAL CENTER (F/K/A COLUMBIA EL DORADO MEDICAL CENTER) (CLOSED 8/18/2006)
1029	FLAGSTAFF MEDICAL CENTER
1030	GILA RIVER HEALTH CARE CORPORATION
1031	GILBERT HOSPITAL
1032	GOOD SAMARITAN CARE CENTER (BANNER)
1033	GOOD SAMARITAN REGIONAL MEDICAL CENTER (NOW BANNER GOOD SAMARITAN MEDICAL CENTER)
1034	HAVASU REGIONAL MEDICAL CENTER
1035	HAVASU SAMARITAN REGIONAL HOSPITAL
1036	HEALTHSOUTH REHAB HOSPITAL OF SOUTHERN ARIZONA
1037	HEALTHSOUTH REHAB INSTITUTE OF TUCSON
1038	JOHN C. LINCOLN HOSPITAL - DEER VALLEY
1039	JOHN C. LINCOLN HOSPITAL - NORTH MOUNTAIN
1040	KINDRED HOSPITAL - ARIZONA - PHOENIX (F/K/A VENCOR HOSPITAL, PHOENIX)
1041	KINDRED HOSPITAL - ARIZONA - TUCSON (F/K/A VENCOR HOSPITAL, TUCSON)
1042	KINDRED HOSPITAL ARIZONA - SCOTTSDALE
1043	KINGMAN REGIONAL MEDICAL CENTER
1044	LAPAZ REGIONAL HOSPITAL (F/K/A PARKER COMMUNITY HOSPITAL)
1045	LUTHERAN HEART HOSPITAL (NOW BANNER BAYWOOD HEART HOSPITAL)
1046	MARYVALE HOSPITAL MEDICAL CENTER
1047	MARYVALE SAMARITAN MEDICAL CENTER
1048	MAYO CLINIC HOSPITAL (OPENED 1998)

HOSPITAL CODE	FACILITY
1049	MERCY GILBERT MEDICAL CENTER (OPENED 2006)
1050	MESA GENERAL HOSPITAL (CLOSED JUNE 2008)
1051	MOUNTAIN VALLEY REGIONAL REHABILITATION HOSPITAL
1052	MT. GRAHAM REGIONAL MEDICAL CENTER
1053	NAVAPACHE REGIONAL MEDICAL CENTER (SEE SUMMIT)
1054	NORTHERN COCHISE COMMUNITY HOSPITAL
1055	NORTHWEST HOSPITAL (SEE COLUMBIA NORTHWEST MEDICAL CENTER & NORTHWEST MEDICAL CENTER)
1056	NORTHWEST MEDICAL CENTER
1057	NORTHWEST MEDICAL CENTER- ORO VALLEY (OPENED 2005)
1058	PAGE HOSPITAL
1059	PALO VERDE HOSPITAL AKA PALO VERDE MENTAL HEALTH
1060	PARADISE VALLEY HOSPITAL
1061	PARKER COMMUNITY HOSPITAL (SEE LAPAZ)
1062	PAYSON REGIONAL MEDICAL CENTER
1063	PHOENIX BAPTIST HOSPITAL
1064	PHOENIX CHILDREN'S HOSPITAL
1065	PHOENIX MEMORIAL HOSPITAL (CLOSED 6/1/2007)
1066	PHOENIX REGIONAL MEDICAL CENTER (F/K/A COLUMBIA MEDICAL CENTER PHOENIX) (CLOSED 11/18/1999)
1067	SAGE MEMORIAL HOSPITAL
1068	SAMARITAN BEHAVIORAL HEALTH CENTER - SCOTTSDALE (NOW BANNER BEHAVIORAL HEALTH HOSPITAL)
1069	SAMARITAN REHABILITATION INSTITUTE
1070	SCOTTSDALE HEALTHCARE OSBORN (F/K/A SCOTTSDALE MEMORIAL HOSPITAL)
1071	SCOTTSDALE HEALTHCARE SHEA (F/K/A SCOTTSDALE MEMORIAL HOSPITAL - NORTH)
1072	SCOTTSDALE MEMORIAL HOSPITAL - NORTH
1073	SCOTTSDALE MEMORIAL HOSPITAL - OSBORN
1074	SELECT SPECIALTY HOSPITAL - MESA
1075	SELECT SPECIALTY HOSPITAL - PHOENIX
1076	SELECT SPECIALTY HOSPITAL - PHOENIX DOWNTOWN
1077	SELECT SPECIALTY HOSPITAL - SCOTTSDALE
1078	SIERRA VISTA REGIONAL HEALTH CENTER
1079	ST. JOSEPH'S HOSPITAL & MEDICAL CENTER
1080	ST. LUKE'S BEHAVIORAL HOSPITAL
1081	ST. LUKE'S MEDICAL CENTER
1082	SUMMIT HEALTHCARE REGIONAL MEDICAL CENTER (F/K/A NAVAPACHE)
1083	SUN HEALTH DEL E. WEBB HOSPITAL
1084	SUN HEALTH WALTER O. BOSWELL HOSPITAL
1085	TEMPE ST. LUKE'S HOSPITAL
1086	THUNDERBIRD SAMARITAN MEDICAL CENTER (NOW BANNER THUNDERBIRD MEDICAL CENTER)
1087	TUCSON HEART HOSPITAL (OPENED 1997)
1088	TUCSON MEDICAL CENTER (TMC HEALTHCARE)
1089	UNIVERSITY MEDICAL CENTER
1090	UNIVERSITY PHYSICIANS HEALTHCARE
1091	VALLEY VIEW MEDICAL CENTER (OPENED 2005)
1092	VENCOR HOSPITAL - PHOENIX (SEE KINDRED)
1093	VENCOR HOSPITAL - TUCSON (SEE KINDRED)
1094	VERDE VALLEY MEDICAL CENTER
1095	WALTER O. BOSWELL MEMORIAL HOSPITAL (SEE ALSO SUN HEALTH)
1096	WENDY PAINE O'BRIEN TREATMENT CENTER - PHOENIX (CLOSED 9/15/1999)
1097	WEST VALLEY HOSPITAL
1098	WESTERN ARIZONA REGIONAL MEDICAL CENTER (F/K/A BULLHEAD COMMUNITY HOSPITAL)
1099	WHITE MOUNTAIN REGIONAL MEDICAL CENTER
1100	WICKENBURG COMMUNITY HOSPITAL (A/K/A WICKENBURG REGIONAL HOSPITAL)
1101	YUMA REGIONAL MEDICAL CENTER

EXHIBIT B – JOB CODES

JOB CODE	POSITION
20	BHT
21	CNA
22	COTA
23	CVOR TECH
24	LPN
25	MEDICAL TECH
26	MONITOR TECH
27	NURSE AIDE

JOB CODE	POSITION
28	NURSE PRACTITIONER
29	OCC. THERAPIST
30	OR TECH
31	PHYSICAL THERAPIST
32	PHYSICIAN ASST.
33	PSYCH TECH
34	PT ASSISTANT
35	RAD TECH

JOB CODE	POSITION
36	RESP. THERAPIST
37	RN (INCLUDING SPECIALIST AND NON-SPECIALIST)
38	SITTER
39	SPECIALTY RAD TECH
40	SPEECH PATHOLOGIST

EXHIBIT C – AGENCY CODES

AGENCY CODE	AGENCY NAME
301	ABBOTT HUGHES
302	ACCESS NURSES
303	ACROSS AMERICA MED STAFFING
304	ACUTE NURSING SOLUTIONS
305	ADVANCE MEDICAL
306	ADVANCE NURSING
307	ADVANTAGE NURSE STAFFING OF ARIZONA
308	ADVANTAGE RN
309	ALACRITY/UNLIMITED MEDSTAFF
310	ALL'S WELL HEALTHCARE
311	ALLEGIANCE NURSE STAFFING, INC.
312	ALPHA-OMEGA MANAGEMENT SERVICES
313	AMEDISYS
314	AMERICAN TRAVELER
315	AMN HEALTHCARE, INC.
316	AMS HEALTHCARE SERVICES
317	ARCADIA HEALTH CARE
318	ARIZONA HEALTHCARE TRAVELERS NETWORK
319	ARIZONA HOME AND HEALTH CARE
320	ASSISTED HEALTH STAFFING
321	ATC HEALTHCARE SERVICES, INC.
322	ATC TRAVELERS
323	ATTENTIVE HEALTHCARE
324	AUREUS NURSING, LLC
325	BRIDGE STAFFING
326	BRIGHTMED
327	CALIFORNIA NURSES BUREAU
328	CAREERSTAFF UNLIMITED
329	CAREERSTAFF UNLIMITED/TRAVELCARE UNLIMITED
330	CARIANT HEALTH PARTNERS
331	CARRIGAN'S REGISTRY
332	CENTRALINE HEALTHCARE
333	CHAMPION
334	CHAMPION MEDICAL STAFFING
335	CIRRUS MEDICAL STAFFING, LLC
336	CLINICAL ONE
337	CODE BLUE STAFFING SOLUTIONS
338	CODE BLUE STAFFING SOLUTIONS, LLC
339	COPLEY GROUP
340	COREMEDICAL GROUP
341	CRDENTIA
342	CREATIVE, A PLACEMENT SERVICE
343	CRITICAL NURSING SOLUTIONS, INC.
344	CROSS COUNTRY LOCAL
345	CROSS COUNTRY TRAVCORPS
346	CURA RECRUITING SYSTEMS
347	CURASTAT HEALTHCARE GROUP
348	CURASTAT HEALTHCARE GROUP/HUDSON HEALTHCARE/HUDSON GLOBAL RESOURCES
349	CYPRESS STAFFING SERVICES
350	DEDICATED HEALTH CARE PROFESSIONALS
351	DEPENDABLE HEALTH SERVICES, INC.
352	DEPENDABLE NURSES – PHOENIX
353	DEPENDABLE NURSES - TUCSON
354	DEPENDABLE STAFFING
355	DESERT NURSING
356	EAI HEALTHCARE STAFFING
357	ELITE HEALTHCARE
358	EXPEDIENT MEDSTAFF
359	FAVORITE NURSES
360	FIDELITY NURSING
361	FIRST ASSIST TRAVELERS
362	FLEXSTAFF ON-CALL
363	FORTE HEALTH STAFFING
364	GENTIVA FLYING NURSES
365	GENTIVA STAFFING
366	GROUP ONE/COMPHEALTH

AGENCY CODE	AGENCY NAME
367	HCRG STAFFING
368	HEALTH PROVIDERS CHOICE
369	HEALTH TEMP
370	HEALTHCARE EVERYWHERE
371	HEALTHCARE RESOURCE MANAGEMENT CORPS (HRMC)
372	HEALTHSTAF
373	HP STAFFING
374	HPO STAFFING (HEALTH PERSONNEL OPTIONS)
375	HRN SERVICES- GATEWAY TO TRAVEL
376	HUDSON GLOBAL RESOURCES
377	IN TOUCH NURSING
378	INDEPENDENT HEALTHCARE STAFFING
379	INDEPENDENT NURSING SERVICE
380	INNOVATIVE PLACEMENTS, INC
381	INTEGRATED HEALTH SOLUTIONS
382	INTEGRATED HEALTHCARE
383	INTELISTAF
384	INTERIM HEALTHCARE
385	JOURNEY NURSES
386	KFORCE HEALTHCARE STAFFING
387	KOKOPELLI HEALTH CARE
388	LIFELINES CARE INC. (NURSE NET)
389	MATRIX PERSONNEL SERVICE, INC.
390	MAXIM HEALTHCARE SERVICE
391	MEDICAL EXPRESS
392	MEDICAL RESOURCE NETWORK
393	MEDICAL SOLUTIONS INTERNATIONAL
394	MEDICAL STAFFING NETWORK
395	MEDICAL STAFFING SERVICES
396	MEDIX STAFFING SOLUTIONS
397	MEDSTAFF CAROLINAS
398	MEDSTAFF, INC.
399	MILLENNIA MEDICAL STAFFING
400	MINT MEDICAL STAFFING (F/K/A PRIME STAFF USA)
401	MOBILE MEDICAL STAFFING, LLC.
402	NET HEALTHCARE
403	NEW AGE TRAVEL NURSES
404	NEW DIRECTIONS
405	NIGHTINGALE NURSES
406	NURSE BROKERS
407	NURSEFINDERS
408	NURSENET (STAFFING PLUS)
409	NURSES IN MOTION
410	NURSES PLUS HEALTHCARE
411	NURSES RX, INC.
412	NURSING CENTERS
413	NURSING INNOVATIONS, INC.
414	NURSING MANAGEMENT SERVICES, INC.
415	NURSING SOLUTIONS
416	O'GRADY-PEYTON INTERNATIONAL
417	OLSTEN FLYING NURSES
418	OLSTEN HEALTH SERVICES
419	ON ASSIGNMENT HEALTHCARE STAFFING
420	ONWARD HEALTHCARE
421	PARKER QUALITY PROFESSIONALS
422	PINPOINT NURSING SERVICES/PINPOINT STAFFING SERVICES
423	PLATINUM SELECT STAFFING
424	PLUS ONE STAFFING, INC
425	PPR TRAVEL (PROFESSIONAL PLACEMENT RESOURCES)
426	PREFERRED HEALTHCARE STAFFING
427	PREMIER HEALTHCARE PROFESSIONALS
428	PROFESSIONAL INDEPENDENT NURSING SERVICES (PINS)
429	PROFESSIONAL NURSING STAFFING SERVICE (PNS)

AGENCY CODE	AGENCY NAME
430	PROFESSIONAL REGISTERED NURSING NETWORK (PRN)
431	PROFESSIONAL RESPIRATORY CARE SERVICES, INC. (PRCS)
432	PROFESSIONAL STAFFING RESOURCES (PSR)
433	PROFESSIONAL STAFFING SOLUTIONS
434	PROGRESSIVE TRAVEL
435	PRO-MED STAFFING, INC.
436	Q SHIFT NURSES
437	QUALITY LIFESTYLES HEALTHCARE
438	QUALITY NURSING PROFESSIONAL, INC.
439	QUALITY STAFFING SERVICES
440	RELIABLE HEALTHCARE
441	RELIABLE STAFFING SOLUTIONS MANAGEMENT, LLC
442	RESOLVE STAFFING
443	RICHARDS HEALTHCARE INC.
444	RN NETWORK
445	RN RESOURCES
446	RN TRAVEL CONNECTION
447	RNA HEALTHCARE SOLUTIONS
448	RNA STAFFING
449	ROBISON MEDICAL RESOURCE GROUP AKA ROBISON TRAVELERS
450	RTG MEDICAL
451	SACRED HEART NURSING SERVICES
452	SAGENT HEALTHSTAFF
453	SELECT NURSING SERVICES, INC. (FORMERLY RESOLVE)
454	SOLIAN HEALTH
455	STAFF RELIEF INC.
456	STAFF SEARCH HEALTHCARE
457	STAFFING PARTNERS
458	STAFFINGMEDICAL USA
459	STARMED STAFFING
460	STAT NURSING SERVICES
461	STATEWIDE NURSING SERVICES
462	SUN SPECIALTY UNIT NURSES F/K/A SUNURSE
463	SUNBELT STAFFING SOLUTIONS
464	SUPPLEMENTAL HEALTHCARE
465	SURGICAL ASSOCIATED SERVICES
466	THE FOUNTAINS AT HOME & HOSPITAL SERVICES
467	THE HEALTH EXCHANGE
468	THE QUEST GROUP
469	THE RIGHT SOLUTIONS (AMEDISTAF, LLC)
470	TRAVCORPS
471	TRAVEL NURSE ACROSS AMERICA
472	TRAVMED USA
473	TRINITY HEALTHCARE
474	TRINITY HEALTHCARE STAFFING GROUP, INC.
475	TSG HEALTHCARE
476	TVL HEALTHCARE
477	U.S. NURSING NETWORK
478	UNLIMITED MEDSTAFF
479	VALENTINE NURSING SERVICES
480	VITA MEDICAL STAFFING, LLC
481	WESTERN MEDICAL SERVICES
482	WORLD WIDE STAFFING
000	OTHER

EXHIBIT 4

LEGAL NOTICE

If you worked as a temporary per diem or traveling nurse at a hospital in Arizona between 1997 and 2007 and were placed there or worked through a nurse staffing agency, your rights could be affected by a lawsuit and you could get a payment from a class action settlement.

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

The purpose of this notice is to notify you about a class action lawsuit and a Class Settlement Agreement and Release dated (insert date) ("Settlement") that has been reached with many hospitals in Arizona that participated in the Arizona Hospital and Healthcare Association ("AzHHA") relating to temporary per diem and travel nurse services. The case is *Cindy Johnson, et al. v. Arizona Hospital and Health Care Association, et al.*, Civil Action No.07-1292 (the "Lawsuit"). Judge Susan R. Bolton of the United States District Court for the District of Arizona is overseeing this class action.

The Lawsuit alleges that AzHHA and certain hospitals, through the AzHHA Registry Program, illegally agreed to fix the prices the hospitals paid for temporary travel and per diem nurse services, including for RNs, LPNs, OR Techs, CNAs, and others, obtained through outside nurse staffing agencies. Defendants have denied the allegations. The Settlement is not an admission of wrongdoing by Defendants of any kind. The Court has not decided whether Defendants violated any laws. No trial has taken place. The Settlement provides money to certain persons who provided temporary per diem and travel nurse services to certain hospitals from **January 1, 1997 to September 12, 2007**. The Settlement also includes relief to prevent the alleged wrongful conduct from happening again.

Judge Bolton will hold a hearing on _____, 2010, to decide whether to finally approve the Settlement. If it is approved, then class members who submit timely and valid claims will receive money from the settlement funds. Eligible class members have legal rights and choices, including (1) whether to exclude themselves from the Lawsuit and Settlement; or (2) whether to object to the Settlement. You can obtain a detailed notice about this lawsuit and Settlement, review the Class Settlement Agreement and Release, find out how to obtain a claim form, and get more information about the Lawsuit and Settlement at **(insert**

web address) or by calling (insert toll free number). The settlement with AzHHA is contained in a separate document, also available at (insert web address).

WHO'S INCLUDED

There are two classes:

(1) all persons who, between January 1, 1997 and September 12, 2007, provided temporary per diem nurse services in Arizona for any Defendant or other hospital that participated in the AzHHA Registry Program, and who were placed there or worked through an outside staffing agency (the "Per Diem Settlement Class"); and

(2) all persons who, between January 1, 1997 and September 12, 2007, provided temporary travel nurse services in Arizona for any Defendant or other hospital that participated in the AzHHA Registry Program, and who were placed there or worked through an outside staffing agency (the "Traveler Settlement Class").

You may be a member of both classes, if you qualify for both.

To decide whether you are a member of one or both classes, you should go to (insert website). **The website will direct you to a page titled: "Am I a class member?"** You need to review the list of hospitals that participated in the AzHHA Per Diem or the AzHHA Travel Registry from January 1, 1997 to September 12, 2007, and see whether you worked for at least one these hospitals while the hospital belonged to the Per Diem or Travel registry. The website also lists all nursing positions that are included, such as per diem or travel RNs (specialist and non-specialist), LPNs, OR Techs, CNAs, and others. You should review this page to determine if you are a class member and thus affected by this lawsuit and entitled to receive money from the Settlement. You may also call a toll-free number: **(insert toll free number)** to find out whether you are a class member.

Excluded from the classes are Defendants and their parents, officers, directors, subsidiaries and affiliates.

To be a class member, you must have worked on a temporary basis, either per diem or as a traveler, at an AzHHA Registry hospital in Arizona, sometime between Jan. 1, 1997 and Sept. 12, 2007, and have been placed there through an outside staffing agency. You are NOT a class member if your only work at an Arizona hospital from Jan. 1, 1997 to Sept. 12, 2007 was for a hospital's internal pool or internal registry or through direct employment by the hospital and not through an outside nurse staffing agency.

WHAT DOES THE SETTLEMENT PROVIDE?

Nearly all the Defendants (the "Settling Defendants") have agreed to pay, together, \$22,476,818 to settle all claims against them (the "Settlement Fund"). Class Counsel will ask the Court for an award of attorneys' fees of up to 25% of the gross Settlement Fund (the Settlement Fund plus interest). Class Counsel also will ask to use part of the Settlement Fund to reimburse counsel for litigation expenses advanced on behalf of the classes; for incentive awards to the three Class Representatives totaling \$60,000, and for the costs of providing notice to class members and administering the Settlement. Class Counsel's application for fees, expenses and incentive awards will be filed with the Court and be available for download and/or viewing on or before (insert deadline for filing fee

petition) _____, 2010, on the website (**insert website**) or may be obtained by calling (**insert toll free number**), as well as at the office of the Clerk of the United States District Court for the District of Arizona, Sandra Day O'Connor U.S. Court House, 401 W. Washington Street, Phoenix, AZ 85003, during normal business hours.

The remaining funds (the "Net Settlement Fund") will be paid to eligible class members who submit signed, valid and timely claim forms. The amount a person receives will depend, first, on whether the person provided per diem or travel services. Overall and on average, for each hour claimed, Per Diem Class members will receive four times the amount of Traveler Class members. Previously, the Court certified a Per Diem Class but denied a Traveler Class. The Court has certified a Traveler Class in light of settlement, but the difference in payments reflects the risk that, without a settlement, no Traveler Class might ever be certified, so that Traveler Class members would get nothing and would have to hire their own lawyers to see if they could sue and recover on their own. Next, higher wage positions (such as RN) will receive more per hour than lower wage ones (such as LPN). Also, generally, the more temporary per diem or travel hours you worked, the more you will receive. You can obtain a copy of the Allocation Plan at [insert website address_____].

The Settlement also provides for relief designed to prevent the alleged wrongful conduct from happening again. That relief will benefit all class members.

HOW DO YOU PARTICIPATE?

If you want to participate in the Settlement, you do not have to do anything right now. All class members who do not exclude themselves by __ (insert exclusion deadline) _____ (explained below) will automatically remain part of the class action. All the Court's rulings about the lawsuit will apply to any claim you may have. To obtain money from the Settlement, however, you will have to submit a signed, timely and valid claim form. You may receive, in the mail, a claim form. If not, you can get one, and other information about this lawsuit and Settlement, by going to (**insert website**) or by calling (**insert toll free number**). **You will be able to download a claim form, or request that one be mailed to you. You can also fill out a claim online at www.rg2claims.com/azzha.html.**

CAN YOU OBJECT TO THE SETTLEMENT?

Yes. You can choose to remain part of the Classes, but tell the Court that you do not agree with the Settlement or some part of it. To object, you must send a letter via first class U.S. mail postmarked no later than __ (insert objection deadline) _____ to __ (insert claim administration address) _____, saying that you object to *Johnson et al. v. Arizona Hospital and Healthcare Association et al.*, Civil Action No. 07-1292. Be sure to include your name, address, e-mail address (if you have one), telephone number, your signature, and the reasons you object to the settlement.

FAIRNESS HEARING

The Court will hold a Fairness Hearing at _____ on _____, 2010, in Courtroom ___ at the United States District Court for District of Arizona-Phoenix, Sandra Day O'Connor U.S. Court House, 401 W. Washington Street, Phoenix, AZ 85003. At this

EXHIBIT 5

Nursing Publications				
Publication Name	Description of Publication	Circulation	Frequency of Publication	Publication Dates¹ and Deadlines
Nurse Week	NurseWeek provides news and information to the nursing community. The magazine features local news as well as information related to various nursing specialties including Critical Care, Emergency, Medical/Surgical, Pediatrics, Perioperative and Oncology nursing.	South Central (Texas and Louisiana), Southwest (Arizona, New Mexico, Nevada) California, the Heartland (Colorado, Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, Oklahoma, South Dakota and Wisconsin), and the Northwest (Washington, Oregon, Alaska) Average Circulation: 362,000	There are 10 separate editions of Nurse Week and Nursing Spectrum. Every other month all 10 publications come out on the same date. Those dates are listed here.	November 8, 2010 (Deadline: Nov. 4, 2010) January 10, 2011 (Deadline: January 6, 2011)
Nursing Spectrum	Nursing Spectrum is a nursing magazine featuring local news. It contains a Specialties section which contains news and information in the world of Critical Care, Emergency, Medical/Surgical, Pediatrics, Perioperative and Oncology nursing.	Philadelphia Tri-state, Greater Chicago, New England, Florida, DC/MD/VA, New York, New Jersey, the Midwest (Indiana, Michigan, Ohio, Kentucky), and the Southeast (North Carolina, South Carolina, Georgia)	There are 10 separate editions of Nurse Week and Nursing Spectrum. Every other month all 10 publications come out on the same date. Those dates are listed here.	November 8, 2010 (Deadline: Nov. 4, 2010) January 10, 2011 (Deadline: January 6, 2011)

¹ The Publication Notice will be published once but multiple dates are listed because of the uncertainty of when the Court will rule on the Motion for Preliminary Approval. The first date listed is the next available publication date.

		Average Circulation: 358,000		
Healthcare Traveler	Healthcare Traveler is one of the most widely read resources for nurses and other healthcare professionals including occupational therapy, physical therapy, respiratory care, pharmacy, medical technology, speech language pathology, radiologic technology, and surgical technology. It focuses on the needs of traveling practitioners by providing tips about life on the road, expanding clinical knowledge, enhancing professional development, and exploring opportunities with travel companies.	Nationwide Average Circulation: 40,000	Monthly	December 1, 2010 (Deadline: October 29, 2010)

American Journal of Nursing	The American Journal of Nursing is the oldest and largest circulating, broad-based nursing journal in the world. According to their website, AJN's mission is to promote excellence in nursing and health care through the dissemination of evidence-based, peer-reviewed clinical information and original research, discussion of relevant and controversial professional issues, adherence to the standards of journalistic integrity and excellence, and promotion of nursing perspectives to the health care community and the public.	Nationwide Average Circulation: 105,000	Monthly	December 1, 2010 (Deadline: November 1, 2010)
Nursing 2010	Nursing2010 is a peer-reviewed journal offering a mix of clinical and professional topics. Although the focus is on acute and chronic care nursing, nurses in all specialties and settings find abundant information and advice. Nursing2010 has won more editorial awards than any other journal in its class.	Nationwide Average Circulation: 232,023	Monthly	December 1, 2010 (Deadline: November 3, 2010)
Arizona Nurse	Arizona Nurse is a publication used by the Arizona Nurses Association to communicate with its members.	Members of the Arizona Nurses Association Average Circulation: 15,000	Quarterly	November, 2010 (Deadline: October 7, 2010) February, 2011 (Deadline: January 7, 2011) May, 2011 (Deadline: April 7, 2011)
Websites				

Website Address	Description of Website	Circulation	Frequency of Ad	Publication Deadlines
www.nursingcenter.com	Created by nurses, for nurses, NursingCenter.com provides clinical and professional resources including: Continuing education activities, Free peer-reviewed journal articles, Access to free eNewsletters, a Smart Search facilitating the searching of more than 100 nursing-specific web sites, Daily nursing news updates, Exclusive clinical and professional resources developed based on nurse's feedback, NursingJobsPlus.com, Virtual clinical expos and job fairs, Patient education materials, Drug news and updates.	Worldwide Average Visitors Per Month: 265,000	N/A	N/A
www.travelnursingmagazine.com	Travel Nursing Magazine offers the latest medical news, discussion forums, information about nursing, and job listings.	Worldwide Average Visitors Per Month: Not Disclosed	N/A	N/A
www.Nurse.com	Website for Nurse Week and Nursing Spectrum magazines.	Worldwide Average Visitors Per Month: 380,000	N/A	N/A
Newspapers				
Newspaper Name	Description of Newspaper	Circulation	Frequency of Publication	Publication Dates and Deadlines

Arizona Republic	Debuting in 1890, The Arizona Republic has become Arizona's largest newspaper offering local, national, and international news.	Arizona Average Circulation on Sunday: 516,562	Daily Sunday has the highest circulation so that is the day we chose	October 17, 2010 (Deadline: October 13, 2010 Noon) October 24, 2010 (Deadline: October 20, 2010 Noon) October 31, 2010 (Deadline: October 27, 2010 Noon)
Arizona Daily Sun	The Arizona Daily Sun is a daily newspaper out of Flagstaff, Arizona providing news, sports, business, jobs and community events.	Arizona Average Circulation on Sunday: 11,357	Daily Sunday has the highest circulation so that is the day we chose	October 17, 2010 (Deadline: October 14, 2010 Noon) October 24, 2010 (Deadline: October 21, 2010 Noon) October 31, 2010 (Deadline: October 28, 2010 Noon)

Arizona Daily Star	The Arizona Daily Star is a major morning daily newspaper offering the latest headlines in news, sports, entertainment and lifestyles.	Tucson and surrounding districts of southern Arizona Average Circulation on Sunday: 155,319	Daily Sunday has the highest circulation so that is the day we chose	October 17, 2010 (Deadline: October 14, 2010 Noon) October 24, 2010 (Deadline: October 21, 2010 Noon) October 31, 2010 (Deadline: October 28, 2010 Noon)
Yuma Sun	The Yuma Sun is a daily newspaper offering its readers news, information and advertising.	Yuma and surrounding areas Average Circulation on Sunday: 20,000	Daily Sunday has the highest circulation so that is the day we chose	October 17, 2010 (Deadline: October 13, 2010 5 p.m.) October 24, 2010 (Deadline: October 20, 2010 5 p.m.) October 31, 2010 (Deadline: October 27, 2010 5 p.m.)

Prensa Hispana	Prensa Hispana is Arizona's No. 1 Hispanic publication in the state of Arizona. It offers its readers comprehensive news reports from across the valley, statewide, and worldwide.	Arizona Average Circulation: 64,925	Weekly	October 20, 2010 (Deadline: October 15, 2010 5 p.m.) October 27, 2010 (Deadline: October 22, 2010 5 p.m.)
----------------	--	---	--------	--

EXHIBIT 6

PER DIEM CLASS
AzHHA Per Diem Registry - Southern and Northern Markets
Positions Included

<u>Position</u>	<u>Dates</u>
RN (Including Specialist and Non-Specialist)	June 1, 1997 - September 12, 2007
LPN	June 1, 1997 - September 12, 2007
CNA	June 1, 1999 - September 12, 2007
Psych Tech	June 1, 1997 - May 31, 2000
BHT	June 1, 2000 - September 12, 2007
OR Tech	June 1, 1997 - September 12, 2007
Monitor Tech	June 1, 1997 - May 31, 1999
Nurse Aide	June 1, 1997 - May 31, 2000
Sitter	June 1, 1997 - September 12, 2007

EXHIBIT 7

TRAVEL CLASS
AzHHA Travel Registry
Positions Included

<u>Position</u>	<u>Dates</u>
RN (Including Specialist and Non-Specialist)	June 1, 1997 - September 12, 2007
LPN	August 1, 1997 - September 12, 2007
CNA	August 1, 1997 - July 31, 2000
COTA	August 1, 1997 - July 31, 1999
CVOR Tech	August 1, 2000 - September 12, 2007
Medical Tech	August 1, 1997 - July 31, 2000
Nurse Practitioner	August 1, 1997 - July 31, 1999
Occ. Therapist	August 1, 1997 - July 31, 1999
OR Tech	August 1, 1997 - September 12, 2007
Physical Therapist	August 1, 1997 - July 31, 1999
Physician Asst.	August 1, 1997 - July 31, 1999
Psych Tech	August 1, 1997 - July 31, 2000
PT Assistant	August 1, 1997 - July 31, 1999
Rad Tech	August 1, 1997 - July 31, 2001
Resp. Therapist	August 1, 1997 - July 31, 1999
Specialty Rad Tech	August 1, 2000 - July 31, 2001
Speech Pathologist	August 1, 1997 - July 31, 1999

Exhibit 8 to Class Settlement Agreement and Release

1. Except as provided in paragraphs 2 and 3 below, in the event that a Final Judgment against the non-settling Defendants is entered, the sum that the Settling Defendants would have had under Sections 3.4 through 3.6 of the JSA (if those Settling Defendants had not settled) is 93.8%.
2. In the event that a Final Judgment against the non-Settling Defendants is entered with respect to a class that is defined as consisting only of individuals who provided per diem nurse services in Arizona, the sum that the Settling Defendants would have had under Sections 3.4 through 3.6 of the JSA (if those Settling Defendants had not settled) is 87.1%.
3. In the event that a Final Judgment against the non-settling Defendants is entered with respect to a class that is defined as consisting only of individuals who provided traveler nurse services in Arizona, the sum that the Settling Defendants would have had under Sections 3.4 through 3.6 of the JSA (if those Settling Defendants had not settled) is 95.4%.

EXHIBIT 9

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Cindy Johnson, Barbara A. Craig, and Stephanie L. Walker on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

Arizona Hospital and Healthcare Association et al.,

Defendants.

No. CV07-1292-PHX-SRB

[PROPOSED] ORDER AND FINAL JUDGMENT APPROVING SETTLEMENT, AWARDING ATTORNEYS' FEES, COSTS AND EXPENSES, AWARDING REPRESENTATIVE PLAINTIFF INCENTIVE AWARDS, APPROVING PLAN OF ALLOCATION, AND ORDERING DISMISSAL AS TO THE AzHHA DEFENDANTS

The Court, having considered (a) the Plaintiffs' Motion for Final Settlement Approval; (b) the Brief in Support of Plaintiffs' Motion for Final Settlement Approval; (c) the Plan Of Allocation For the Settlement Classes; (d) the Declaration of Hal J. Singer, Ph.D. Regarding Proposed Plan of Allocation ("Singer Declaration"); (e) the Plaintiffs' Motion for an Award Of Attorneys' Fees, Reimbursement of Costs and Expenses and Incentive Awards to the Class Representatives; (f) the Brief In Support Of Plaintiffs' Class's Motion For An Award Of Attorneys' Fees, Reimbursement Of Costs and Expenses And Incentive Awards To The Class Representatives; (g) the Affidavits of Co- Lead Counsel David F. Sorensen, Esq. and other class counsel; and having held a hearing on (insert); and having considered all of the submissions and arguments with respect thereto; pursuant to Rule 23 and 54 of the Federal Rules of Civil Procedure, and in accordance with the terms of the AzHHA Class Settlement Agreement

and Release between Plaintiffs (“Plaintiffs”) and the Arizona Hospital and Healthcare Association and AzHHA Service Corporation (collectively, “AzHHA”) dated (insert) (the “AzHHA Settlement Agreement”), it is hereby **ORDERED, ADJUDGED and DECREED that:**

1. This Order and Final Judgment (the “AzHHA Final Judgment”) incorporates by reference the definitions in the AzHHA Settlement Agreement, and all capitalized terms used herein shall have the same meaning set forth in the AzHHA Settlement Agreement. As set forth in the Preliminary Approval Order (D.I. No. (insert)), dated (insert), the previously certified Classes are defined as follows:

(a) The “Per Diem Settlement Class” is defined as: All natural persons who have provided Per Diem Nurse Services in the state of Arizona for any Defendant or other Participating Hospital at any time from January 1, 1997, until September 12, 2007;

(b) The “Traveler Settlement Class,” is defined as: All natural persons who have provided Traveling Nurse Services in the state of Arizona for any Defendant or other Participating Hospital at any time from January 1, 1997, until September 12, 2007.

“Per Diem Nurse Services” are those positions, for those years, as set forth in Exhibit 6 to the AzHHA Settlement Agreement.

“Travel Nurse Services” are those positions, for those years, as set forth in Exhibit 7 to the AzHHA Settlement Agreement.

Excluded from both Settlement Classes are (a) Defendants and their parents, officers, directors, subsidiaries and affiliates; (b) those natural persons whose sole activity during the Class Period was (i) working for one of the Defendants' or other Participating Hospitals' internal registries or pools and not through an agency, and/or (ii) being employed directly by one or more of the Defendants or Participating Hospitals but not working through an agency; and (c) those natural persons whose sole activity working for one or more of the Defendants or Participating Hospitals during the Class Period was for a Defendant or other Participating

Hospital which was not at that time participating in the AzHHA registry program. (collectively, the “Classes”)

2. The Court has jurisdiction over these actions and over each of the parties and over all members of the Classes.

3. As required by the Court in the Preliminary Approval Order, notice of the proposed AzHHA Settlement was mailed by first-class mail to all members of the Classes whose addresses could be found after reasonable investigation and by publication in periodicals, newspapers and in websites likely to be read by class members. Such notice to members of the Classes is hereby determined to be fully in compliance with requirements of Fed.R.Civ. P.23(e) and due process of law and is found to be the best notice practicable under the circumstances and to constitute due and sufficient notice to all entities entitled thereto.

4. Due and adequate notice of the proceedings having been given to the Classes and a full opportunity having been offered to the Classes to participate in the fairness hearing, it is hereby determined that all members of the Classes are bound by this AzHHA Final Judgment.

5. The Settlement of this Plaintiffs’ Action was not the product of collusion between Plaintiffs and AzHHA or their representative counsel, but rather was the result of *bona fide* and arm’s-length negotiations conducted in good faith between Co-Lead Class Counsel and Class Counsel¹ and AzHHA’s counsel. The parties also conducted two rounds of mediation, totaling four days, with an outside mediator, retired Judge Edward A. Infante.

¹ The Court appointed David F. Sorensen of Berger & Montague, P.C. and David Balto, Law Offices of David Balto, as Co-Lead Class Counsel and Mark Samson of Keller Rohrback, L.L.P. and Allen Grunes of Brownstein Hyatt Farber Schrek as Class Counsel.

6. The Court has held a hearing to consider the fairness, reasonableness and adequacy of the proposed AzHHA Settlement, and has been advised that there have been _(insert number)___ objections to the AzHHA Settlement.

7. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the AzHHA Settlement, and finds that the AzHHA Settlement is, in all respects, fair, reasonable and adequate to Class members. Accordingly, the AzHHA Settlement shall be consummated in accordance with the terms and provisions of the AzHHA Settlement Agreement. The AzHHA Settlement, considered in connection with the separate Class Settlement Agreement and Release dated ____ (“Settlement Agreement”) between Plaintiffs and other Defendants (“Settling Defendants”), is fair, reasonable and adequate in light of the factors set forth in *Staton v. Boeing Co.*, 327 F.3d 938, 959 (9th Cir. 2003) (listing the following factors as relevant to determining whether a settlement is fair, adequate and reasonable: “the strengths of plaintiffs’ case; the risk, expense, complexity and likely duration of further litigation; the risk of maintaining a class action throughout trial; the amount offered in settlement; the extent of discovery completed, and the stage of the proceedings; the experience and views of counsel; the presence of a government participant; and the reaction of the class members to the proposed settlement.” (quoting *Molski v. Gleich*, 318 F.3d 937, 953 (9th Cir. 2003)) and as follows:

- a. this case was highly complex, expensive and time consuming, and would have continued to be so if the case had not settled;
- b. there were no objections to the AzHHA Settlement by Class members;
- c. because the parties participated in extensive discovery before settlement was reached with AzHHA, Co-Lead Class Counsel and Class Counsel had a full appreciation of the strengths and weaknesses of their case before negotiating the AzHHA Settlement;

d. Co-Lead Class Counsel, Class Counsel and the Class would have faced serious risks in establishing both liability and damages if they had decided to continue to litigate rather than settle;

e. the government participated in prior litigation against AzHHA and entered a final judgment in *United States of America and the State of Arizona v. Arizona Hospital and Healthcare Association and AzHHA Service Corporation*, No. CV 07-1020-PHX (D. Ariz.) on September 12, 2007. The government, however, did not participate in the above-captioned case, did not obtain any monetary relief for any temporary nurses, and the final judgment in the government action providing for injunctive relief did not name any of the hospitals themselves;

f. there was an uncertain risk of maintaining a class action through trial considering Defendants' contingent cross-appeal under Fed. R. Civ. P. 23(f) of this Court's July 14, 2009 order granting and denying in part Plaintiffs' motion for class certification; and

g. the Settlement amount is well within the range of reasonableness in light of the best possible recovery and the risks the parties would have faced if the case had continued to verdicts as to both liability and damages.

8. As set forth in the separate Final Judgment entered as to the Settlement Agreement with other Settling Defendants (the "Final Judgment"), the Court approves the Plan of Allocation of all settlement proceeds (net of attorneys' fees, reimbursed expenses and incentive awards) as proposed by Class Counsel in the Plan of Allocation (the "Plan"), and supported by the Singer Declaration.

9. All claims in the above-captioned action against AzHHA are hereby dismissed with prejudice, and without costs.

10. In accordance with paragraph 48 of the AzHHA Settlement Agreement, upon the AzHHA Settlement's becoming final in accordance with the terms:

Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, and causes of action (including without limitation claims under the Arizona Antitrust Act and any state or federal antitrust or unfair competition laws, and claims under any common law theories), whether class, individual, or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties, and attorneys' fees that Releasers, or any one of them, whether directly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have against the Releasees, whether known or unknown, relating in any way to the conduct alleged in the Complaint prior to the Execution Date. The Released Claims include, without limitation, all claims related to or arising out of the facts, occurrences, transactions, or other matters alleged or which could have been alleged in the Complaint. Upon the Effective Date, Plaintiffs and Class Members shall be forever enjoined from prosecuting Released Claims against any Releasee. Released Claims do not include any claim unrelated to the conduct at issue in the Complaint, arising in the ordinary course of work, such as a claim based on allegations of personal injury, unpaid wages, overtime, worker's compensation, or breach of contract, or a claim such as discrimination on account of race, gender or age based on violations of federal or state statutes, laws or regulations not at issue in the Complaint.

11. Co-Lead Class Counsel and Class Counsel have moved for an award of attorneys' fees and reimbursement of costs and expenses under the common fund doctrine. The Court's order with respect to that motion is set forth in the Final Judgment, and the award of attorney's fees is made with respect to the total settlement amount paid by AzHHA and the other Settling Defendants (plus accrued interest).

12. The AzHHA Final Judgment, the AzHHA Settlement Agreement, the Settlement Agreement, the Final Judgment and all negotiations, statements, and proceedings in connection

herewith shall not, in any event, be construed or deemed to be evidence of an admission or concession on the part of the Plaintiffs, AzHHA, any member of the Classes, or any other person as an admission of liability or wrongdoing by them, or of the merit of any claim or defense, and shall not be offered into evidence in any action or proceeding (except an action or proceeding to enforce the AzHHA Settlement Agreement and the settlement contemplated thereby) or be used in any way as an admission, concession or evidence of any liability or wrongdoing of any nature, and shall not be construed or deemed to be evidence of, an admission or concession that the Plaintiffs or any other person has or has not suffered any damage, except that AzHHA may file the AzHHA Settlement Agreement and/or the AzHHA Final Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other similar theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13. Without affecting the finality of this judgment, The United States District Court for the District of Arizona shall retain exclusive jurisdiction over all matters relating to the implementation and enforcement of the AzHHA Settlement Agreement.

14. As set forth in the Final Judgment, Class Representatives Barbara A. Craig, Stephanie L. Walker are each awarded \$15,000, and Cindy Johnson is awarded \$30,000 out of the Settlement Fund (as defined in the Settlement Agreement), for representing the Classes, which amounts are in addition to whatever monies these plaintiffs will receive from the Settlement Fund and/or the AzHHA Settlement Fund pursuant to the Plan of Allocation. The Court finds these awards to be fair and reasonable.

15. In the event the AzHHA Settlement does not become final in accordance with paragraph 59 of the AzHHA Settlement Agreement, this AzHHA Final Judgment shall be

rendered null and void as provided by the AzHHA Settlement Agreement, shall be vacated, and all orders entered and releases delivered in connection herewith shall be null and voided to the extent provided by and in accordance with the AzHHA Settlement Agreement.

16. The Court hereby directs that this judgment be entered by the clerk forthwith pursuant to Federal Rule of Civil Procedure 54(b). The direction of the entry of final judgment pursuant to Rule 54(b) is appropriate and proper because this judgment fully and finally adjudicates the claims of the Plaintiffs and the Classes against AzHHA in this action, allows consummation of the AzHHA Settlement, will expedite the distribution of all settlement proceeds to the members of the Classes, and there is no just reason for delay.

SO ORDERED this the _____ day of _____, 2010.

Honorable Susan R. Bolton
U.S. District Court for the District of Arizona