

*Theresa Egan, et al. v. Fastaff, LLC, et al.*

**NOTICE OF CLASS ACTION LAWSUIT**

You have been sent this Notice of Class Action Lawsuit (the “Notice”) because you have been identified as a potential class member in the class action lawsuit, *Egan, et al. v. Fastaff, LLC, et al.*, pending in the United States District Court for the District of Colorado, Case No. 22-cv-03364-CYC.

In the case, Plaintiffs allege that Fastaff’s stipend payments for Housing and Meals & Incidentals functioned as wages for your work and should have been included in calculating your overtime pay. Fastaff denies Plaintiffs’ allegations. The Court granted class certification for nurses who worked assignments for Fastaff in California, New York and New Jersey from December 2016 (NY and NJ) and December 2018 (CA) through September 2025 and who worked overtime and were paid stipends. Fastaff’s records indicate you are a class member.

**Importantly, you do not need to do anything to stay in this case and preserve the ability to receive money from it, if there is a settlement or judgment. However, if you want to be excluded from the class, you need to act now.**

The Court approved this Notice to apprise you of your rights. Please read it carefully.

# If You Worked a Travel Assignment for Fastaff at a Healthcare Facility in California, New York, or New Jersey Between 2016 and 2025, a Class Action Lawsuit May Affect Your Rights

**A COURT AUTHORIZED THIS NOTICE.  
THIS IS NOT A SOLICITATION FROM A LAWYER.  
YOU ARE NOT BEING SUED.**

- Plaintiffs who worked as travel nurses for Fastaff at healthcare facilities in California, New York, and New Jersey, sued Fastaff over its overtime pay practices.
- The Court has allowed the lawsuit to proceed as a class action on behalf of any person who entered into an agreement with Fastaff to work at a facility in California, New York, or New Jersey and 1) who worked more than 40 hours in a workweek (or more than 8 hours in a workday if in California); 2) who was paid a housing or meals & incidentals stipend during that workweek (or that workday if in California); and 3) whose regular rate of pay did not include the value of those stipends, from December 2016 (NY and NJ) and December 2018 (CA) through September 2025.
- The Court has not decided whether Plaintiffs or Fastaff will win. The only issue the Court has decided is that the case will proceed as a class action as described below. Fastaff denies it violated state overtime laws. There is no money available now and no certainty there will be. However, your legal rights are affected, and you have a choice to make now:

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>DO NOTHING</b>	<b>Stay in this lawsuit, await the outcome, and preserve the ability to recover money as part of this lawsuit.</b>  By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or a settlement in this case. By doing so, you give up the right to separately sue Fastaff for these same claims.
<b>EXCLUDE YOURSELF</b>	<b>Leave this lawsuit. Get no benefits from it. Keep your right to sue Fastaff.</b>  If you ask to be excluded from the lawsuit and money or benefits are later awarded, you will not share in those, but you keep any right to sue Fastaff separately on the claims in this lawsuit.

## BASIC INFORMATION

### 1. Why did I get this Notice?

Fastaff's records show that you entered into an agreement with Fastaff to work a travel assignment at a healthcare facility in California, New York, or New Jersey during the relevant period. For California, the relevant time period is December 30, 2018, to September 30, 2025. For New York and New Jersey, the relevant time period is December 30, 2016, to September 30, 2025. Fastaff's records indicate that you worked in one or more of those states during the relevant time period and that during your assignment 1) you worked more than 40 hours in a workweek (or more than 8 hours in a workday in California); 2) you were paid a stipend during that workweek (or that workday in California); and 3) your regular rate of pay did not include the value of that stipend.

A Court decided to allow a class action lawsuit to proceed against Fastaff related to its overtime pay practices. You have legal rights and options that you may exercise before trial. The trial is to decide whether the claims being made against Fastaff are correct. The case may settle or be dismissed before a trial or on appeal.

United States Magistrate Judge Cyrus Chung of the United States District Court for the District of Colorado is overseeing this case. The case is known as *Egan v. Fastaff*, Case No. 22-cv-03364-CYC. The people who sued, Theresa Egan, Brian Barker, Taylor Berdoll, Sabrina Budden-Wright, Allison Rideout, Brittany Scalia, and Jennifer Maslowsky, are called the "Plaintiffs." Fastaff, LLC and U.S. Nursing Corporation, collectively referred to as "Fastaff," is called the "Defendant."

### 2. What is a class action and who is involved?

In a class action lawsuit, one or more people called "class representatives" (in this case Plaintiffs Theresa Egan, Taylor Berdoll, and Brittany Scalia) sue on behalf of other people who have similar claims. Together, those other people are a "class" or "class members." The class representative(s) who sued—and all the class members like them—are called the Plaintiffs. The company they sued (in this case Fastaff) is called the Defendant. One court resolves the issues for everyone in the three certified classes—except for those people who choose to exclude themselves from the classes.

### 3. Why is this lawsuit a class action?

The Court decided that this lawsuit meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. The Court's decision means the case can proceed as a class action. Specifically, the Court found that the class members are sufficiently numerous, there are questions of law and fact that are common to all class members that predominate over questions affecting individual class members, the class representative's claims are typical of those of the class, the class representative and Class Counsel are adequate to represent the class, and proceeding as a class is superior to the alternatives. The Court decided this for a class of travelers who worked for Fastaff in California, New York, and New Jersey.

More information about the Court's Order Certifying the Class is available at [www.FastaffWageCase.com](http://www.FastaffWageCase.com).

## THE CLAIMS IN THE LAWSUIT

### 4. What is the lawsuit about?

The claims certified as class actions in the lawsuit concern whether Fastaff's overtime pay practices violate the state overtime and wage and hour laws of California, New York, and New Jersey. Fastaff paid the Plaintiffs, who worked travel assignments at healthcare facilities in those three states, an hourly rate and separately paid stipends for "Housing" and "Meals & Incidentals." Plaintiffs allege the stipends functioned as compensation for their work so that these amounts should have been included when Fastaff calculated their overtime pay. You can read Plaintiffs' Second Amended Class Action Complaint ("Complaint") at [www.FastaffWageCase.com](http://www.FastaffWageCase.com).

## 5. How Does Fastaff Answer?

Fastaff denies all of Plaintiffs' claims and denies any wrongdoing or liability. Fastaff's position is that its overtime pay practices are consistent with the law because the stipends are reasonable reimbursements for living expenses while Plaintiffs and class members are away from home on Fastaff's behalf. Fastaff disagrees with Plaintiffs' claim that this benefit should be treated as compensation for hours worked. Fastaff further denies that the claims asserted in the lawsuit are appropriate for class or representative treatment. You can read Fastaff's Answer to Plaintiffs' Second Amended Complaint at [www.FastaffWageCase.com](http://www.FastaffWageCase.com).

## 6. Has the Court decided who will win?

No. The Court has not decided and is not suggesting who will win this case.

## 7. What are the Plaintiffs asking for?

The Plaintiffs are asking that the classes be compensated for amounts that they allege should have been included in their overtime pay for assignments worked in California, New York, and New Jersey during the relevant time period. Plaintiffs also seek pre-judgment and post-judgment interest; compensatory, liquidated, and statutory damages; reasonable attorneys' fees, costs, and expenses; and such other relief the Court permits.

## 8. Is there any money available now?

No money or benefits are available now because the case has not yet gone to trial, and the two sides have not settled the case. There is no guarantee that money or benefits will ever be obtained.

## WHO IS IN THE CLASS?

## 9. Am I part of this Classes?

The Court has certified the following classes:

**The California Class:** Any person who entered into an agreement with Fastaff to work at a facility in California who (1) worked more than 40 hours in a workweek or 8 hours in a work day, (2) who was paid a stipend during that workweek or work day, and (3) whose regular rate of pay did not include the value of that stipend from three years (Cal. Lab. Code § 510 overtime claim) or four years (derivative Unfair Competition Law claim) prior to the filing of the Complaint through the date of the Court's class certification order.

**The New York Class:** Any person who entered into an agreement with Fastaff to work at a facility in New York who (1) worked more than 40 hours in a workweek, (2) who was paid a stipend during that workweek, and (3) whose regular rate of pay did not include the value of that stipend from six years prior to the filing of the Complaint through the date of the Court's class certification order.

**The New Jersey Class:** Any person who entered into an agreement with Fastaff to work at a facility in New Jersey who (1) worked more than 40 hours in a workweek, (2) who was paid a stipend during that workweek, and (3) whose regular rate of pay did not include the value of that stipend from six years prior to the filing of the Complaint through the date of the Court's class certification order.

"Stipends" are the housing and meals & incidentals stipends.

Fastaff's records indicate you are likely a member of one or more of these classes.

## 10. How can I confirm that I am in the Class?

If you are not sure whether you are included in the Classes, you can get free information at [www.FastaffWageCase.com](http://www.FastaffWageCase.com). You can also contact Class Counsel if you have more specific questions (*see* Section 14, below).

## YOUR RIGHTS AND OPTIONS

### 11. What happens if I do nothing at all?

You do not have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. By doing nothing you are staying in the classes and you will be legally bound by the Orders the Court issues and judgments the Court makes in this class action. If you stay in the classes and the Plaintiffs obtain money or benefits, either as a result of the trial or a settlement, you may either be compensated automatically if you qualify for relief or be notified about how to apply for a share. If you do nothing now, regardless of whether the Plaintiffs win or lose the trial, you will not be able to sue Fastaff about legal claims that are the same or related to the state law overtime claims at issue in this lawsuit.

### 12. Why would I ask to be excluded?

If you want to bring your own action against Fastaff related to the issues presented in this case, you should exclude yourself from the classes. Unless you exclude yourself, you give up any right to sue Fastaff for the claims that are or could have been asserted in this class action. If you choose to exclude yourself, you will not get any money or benefits from this lawsuit even if the Plaintiffs obtain them as a result of a trial or from any settlement between Fastaff and the Plaintiffs. If you start your own lawsuit against Fastaff after you exclude yourself, you will have to hire and pay your own lawyer for that lawsuit.

### 13. How do I ask the Court to exclude me from the Classes?

To ask to be excluded, also sometimes referred to as “opting out” of the Classes, you must send an exclusion request in the form of a letter sent by mail, stating that you want to be excluded from *Egan v. Fastaff*. Be sure to include your name and address and sign the letter. You must mail your exclusion request postmarked by **July 10, 2026** to the following address:

Fastaff Wage Case  
P.O. Box 2006  
Chanhassen, MN 55317-2006

Alternatively, you can upload your exclusion request by **July 10, 2026** to the website, [www.FastaffWageCase.com](http://www.FastaffWageCase.com).

## THE LAWYERS REPRESENTING YOU

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

Yes. The Court appointed the following law firm as “Class Counsel” to represent all the members of the classes:

<p><b>Stueve Siegel Hanson LLP</b> 460 Nichols Rd., Suite 200 Kansas City, MO 64112 <a href="mailto:travelnursesurvey@stuevesiegel.com">travelnursesurvey@stuevesiegel.com</a> 866-714-0878</p>
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If you have questions, you may contact Class Counsel. You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer, however, you may hire one at your own expense.

### 15. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. You can ask him or her to appear in Court for you in this case if you want someone other than Class Counsel to speak for you.

## 16. How will the lawyers be paid?

Class Counsel have not been paid or reimbursed for their time and expenses incurred in pursuing this case. You will not have to pay these fees and expenses. If Class Counsel obtain money or benefits for the classes, they may ask the Court for fees and expenses. The motion seeking fees and expenses will be available at the website, [www.FastaffWageCase.com](http://www.FastaffWageCase.com). If the Court grants Class Counsel's request, the fees and expenses would be either deducted from any money obtained for the Classes or paid separately by Fastaff.

## WHAT HAPPENS NEXT?

## 17. How and when will the Court decide who is right?

Unless the case is resolved by a settlement or otherwise, Class Counsel will have to prove the Plaintiffs' claims at a trial. During the trial, a jury or the Court will hear all the evidence to help them reach a decision about whether the Plaintiffs or Fastaff is right about the claims in the lawsuit. Because the trial date has not yet been set, be sure to regularly check the website [www.FastaffWageCase.com](http://www.FastaffWageCase.com) for case updates.

## 18. Do I have to come to the trial?

You do not need to attend the trial. Class Counsel will present the case for the Plaintiffs, and Fastaff will present the defenses. You or your own lawyer may attend the trial at your own expense.

## GETTING MORE INFORMATION

## 19. How do I get more information?

Visit the website, [www.FastaffWageCase.com](http://www.FastaffWageCase.com), where you will find the Court's Memorandum Opinion and Order certifying the Classes, Plaintiffs' Complaint, Fastaff's Answer to the Complaint, as well as an Exclusion Request form, or call **1-833-632-5646**. As the lawsuit proceeds, be sure to check the website regularly for updates and new information.

**PLEASE DO NOT CALL THE COURT, DEFENDANT'S COUNSEL, OR FASTAFF ABOUT THIS NOTICE.**

**Date:** May 26, 2026