

**AMENDMENT NO. 1
TO THE CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT**

This Amendment No. 1 to the Class and Representative Action Settlement Agreement between plaintiffs Cedar Knebel and Susan Tidwell (collectively "Plaintiffs") and Defendant NuWest Group Holdings, LLC ("Defendant") (collectively, the "Parties"), which was entered into in or about May 2022 (the "Agreement") is made and entered into as of this 19th day of July, 2022.

RECITALS

A. The Parties entered into the Agreement, which seeks to resolve various wage-and-hour disputes between themselves and on behalf of Class Members referenced in the Agreement, pending court approval; and

B. The Parties wish to clarify the intent of the Agreement to release Plaintiffs' and Class Members' claims against Defendant and intended third-party beneficiaries of the Agreement that are based upon, arise out of, or relate to the facts or allegations set forth in any complaint in the Action.

C. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED by Parties hereto to amend said Agreement as follows:

I. Amendments.

A. Section I-Z of the Agreement is hereby amended to read as follows:

"z. "Released Parties" means Defendant and Defendant's former, present, or future parents, subsidiaries, and/or affiliates; each of the foregoing's present, former, or future shareholders, members, owners, officers, directors, partners, managers, employees, insurers, successors, predecessors, contractors (including, without limitation, client hospitals, facilities, or agencies, and any other contracting parties with Defendant with respect to instances where Class Members worked for Defendant for the benefit of any of said parties during the Class Period), assigns, and managing agents; any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals. Any of the Released Parties individually shall be referred to as a "Released Party."

B. Exhibit A (Notice Of Proposed Class and Representative Action Settlement) to the Agreement, Page 5, first paragraph is amended as follows:

"Released Parties means Defendant and Defendant's former, present, or future parents, subsidiaries, and/or affiliates; each of the foregoing's present, former, or future shareholders, members, owners, officers, directors, partners, managers, employees, insurers, successors, predecessors, contractors (including, without limitation, client hospitals, facilities, or agencies, and any other contracting parties with Defendant with respect to instances where Class Members worked for Defendant for the benefit of any of said parties during the Class Period), assigns, and managing agents; any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals. Any of the Released Parties individually shall be referred to as a "Released Party."

- C. Exhibit C (Final Approval Order and Judgment) to the Agreement, Page 3, Paragraph 13 is amended as follows:

"13. Upon the Effective Date and funding in full of the Gross Settlement Amount by Defendant, all Participating Class Members who do not timely and validly opt out shall be deemed to have fully and finally released any and all claims that were or could have been asserted against the Released Parties (defined as Defendant and Defendant's former, present, or future parents, subsidiaries, and/or affiliates; each of the foregoing's present, former, or future shareholders, members, owners, officers, directors, partners, managers, employees, insurers, successors, predecessors, contractors (including, without limitation, client hospitals, facilities, or agencies, and any other contracting parties with Defendant with respect to instances where Class Members worked for Defendant for the benefit of any of said parties during the Class Period), assigns, and managing agents; any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals) based upon, arising out of, or relating to the facts or allegations set forth in any complaint in the Action, which occurred during the Class Period, including but not limited to claims for rest periods; meal periods; overtime wages; calculation of the regular rate and/or overtime/double time pay; timeliness of wages; payment of wages at separation of employment; waiting time penalties; stipends, per diems, or other expense reimbursements; itemized wage statements and/or accuracy of wage statements; unfair competition; any unpaid wages, compensation, or premiums related to any or all of the foregoing claims; restitution for any or all of the foregoing claims; any penalties, including statutory and civil penalties, related to any or all of the foregoing claims; attorneys' fees or costs related to any or all of the foregoing claims; interest related to any or all of the foregoing claims; and/or any other damages or amounts related to any or all of the foregoing claims. The release in this paragraph expressly excludes the Released PAGA Claims, which are released in Paragraph 14 of this Order below."

II. Remaining Terms Unaffected.

The Agreement, as amended herein, is ratified and confirmed and nothing in this Amendment No. 1 will be deemed to waive or modify any of the other provisions of the Agreement. In the event of any conflict between this Amendment No. 1 and the Agreement, or any other amendments duly executed by the Parties, the terms of this Amendment shall control.

III. Severability.

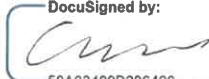
In the event any term or other provision of this Amendment No. 1 is deemed invalid, illegal or incapable of being legally enforced, the Agreement shall nevertheless remain in full force and effect, as if this Amendment No. 1 had not been entered into between the Parties.

IV. Governing Law.

In accordance with the Agreement, all terms and conditions of this Amendment No. 1 and its exhibits will be governed by and interpreted according to the substantive and procedural laws of the State of California and procedural laws of the United States of America to the extent applicable, without giving effect to any conflict of law principles or choice of law principles.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the effective date hereinabove set forth:

DATED: July 20, 2022

DocuSigned by:

58A03409B206426...
Cedar Knebel

DATED: July 20, 2022

DocuSigned by:

004E81A40A0A470...
Susan Tidwell

DATED: July ____, 2022

NUWEST GROUP HOLDINGS, LLC

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

DATED: July 20, 2022

SHAKOURI LAW FIRM

By: Ashkan Shakouri
Ashkan Shakouri
Attorneys for Plaintiffs

DATED: July ____, 2022

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD

By: _____
Christopher Onstott
Jonathan Hsieh
Attorneys for Defendant

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the effective date hereinabove set forth:

DATED: July __, 2022

Cedar Knebel

DATED: July __, 2022

Susan Tidwell

DATED: July 20, 2022

NUWEST GROUP HOLDINGS, LLC

By: _____

Name: Peter Buck

Title: General Counsel

APPROVED AS TO FORM:

DATED: July __, 2022

SHAKOURI LAW FIRM

By: _____

Ashkan Shakouri
Attorneys for Plaintiffs

DATED: July 20, 2022

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD

By: _____

Christopher Onstott
Jonathan Hsieh
Attorneys for Defendant

Exhibit A

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION]

NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Knebel et al. v. NuWest Group Holdings, LLC (Case No. _____)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS CLASS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	<p>To receive a cash payment from the Settlement, you do not have to do anything.</p> <p>Your estimated Settlement Share is: \$<< ___ >>. See the explanation below.</p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.</p>
Exclude Yourself	<p>To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement, except as noted in Section 7 below.</p> <p>Instructions are set forth below.</p>
Object	<p>Write to the Settlement Administrator about why you object to the Settlement.</p> <p>Directions are provided below.</p>

1. Why did I get this Class Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action (the “Lawsuit”) pending in the California Superior Court for the County of Kern (the “Court”) has been reached between Plaintiffs Cedar Knebel and Susan Tidwell (“Plaintiffs”), on the one hand, and Defendant NuWest Group Holdings, LLC (“Defendant”), on the other hand, and has been preliminarily approved by the Court. **You may be entitled to receive money from this Settlement. The Court has not made a determination about any of the contentions of the parties. This Class Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims or defenses asserted by either side.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All of Defendant NuWest Group Holdings, LLC’s non-exempt healthcare workers who were assigned to work at any facility inside California from March 25, 2017 to [May 21, 2022, or the date of Preliminary Approval of the Settlement, whichever occurs earlier] (the “Class Period”).

This Class Notice explains the Lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

The Lawsuit is brought by Plaintiffs who are individuals formerly employed by Defendant as healthcare professionals to work one or more assignments in California. This Lawsuit is against Defendant.

In the Lawsuit, Plaintiffs allege that Defendant violated California law in several ways. Specifically, the Lawsuit includes claims for (1) failure to pay overtime; (2) failure to authorize and/or permit meal breaks; (3) failure to authorize and/or permit rest breaks; (4) failure to furnish accurate wage statements; (5) failure to pay all wages timely upon separation of employment; (6) unfair business practices; (7) penalties under Labor Code section 210; and (8) violation of the Private Attorneys General Act of 2004 (“PAGA”). Defendant denies, and continues to deny, all claims asserted by Plaintiffs and contends that it fully complied with the California Labor Code and all other applicable state and federal laws and regulations.

Following mediation on March 22, 2022, the Parties reached a settlement in order to avoid the risk, inconvenience and expense of further litigation. Plaintiffs and Class Counsel believe the proposed Settlement is fair, adequate and in the best interest of the Class Members given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Defendant enters into this Settlement for the sole purpose of avoiding the operational burden, expense and uncertainty of continuing litigation.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firm of Shakouri Law Firm to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay Three Million Dollars (\$3,000,000) (the “Gross Settlement Amount”) to fund the Settlement of the Lawsuit. The Gross Settlement Amount includes all payments of Settlement Shares to the Class contemplated by the Settlement, Attorneys’ Fees, Attorneys’ Expenses, Settlement Administration Costs, Service Awards to the Plaintiffs, the PAGA Payment, and the employer’s share of payroll taxes. The entirety of the Gross Settlement Amount will be disbursed, with no reversion to Defendant.

Amounts to be Paid from the Gross Settlement Amount. The Court has tentatively approved certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final approval by the Court, and which will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$20,000, for expenses, including expenses of notifying the Class of the Settlement, processing opt-outs, and distributing Settlement Shares and tax forms.
- Attorneys’ Fees and Attorneys’ Expenses. Payment to Class Counsel of reasonable attorneys’ fees not to exceed 35% of the Gross Settlement Amount (i.e., \$1,050,000), and an additional amount to reimburse actual litigation expenses not to exceed \$20,000. Class Counsel has been prosecuting the Lawsuit on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- Service Awards. Service Awards not to exceed \$10,000 each to Plaintiff Knebel and Plaintiff Tidwell to compensate them for their services on behalf of the Class in initiating and prosecuting the Lawsuit, and for the risks they undertook.

- **PAGA Payment.** A payment of \$100,000, which shall be allocated \$75,000 to the State of California's Labor and Workforce Development Agency ("LWDA Payment") and \$25,000 for distribution to PAGA Members as part of the Net PAGA Amount.

Calculation of Payments to Participating Class Members. After all of the payments of the court-approved Attorneys' Fees, Attorneys' Expenses, Service Awards, the PAGA Payment, the Settlement Administration Costs, and Defendant's share of payroll taxes are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount" shall be distributed to Participating Class Members. The Net Settlement Amount shall be paid as follows:

Calculation for Class Members. From the Net Settlement Amount, the Settlement Share for each Participating Class Member in the Class will be calculated by (a) dividing this amount by the total number of workweeks worked by all Participating Class Members in the Class during the Class Period to determine a dollar amount per workweek ("Workweek Payment"), and (b) multiplying the total number of workweeks worked by each Participating Class Member in the Class during the Class Period by the Workweek Payment.

Calculation of PAGA Penalties Payments to PAGA Members. The Net PAGA Amount shall be distributed to PAGA Members irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of workweeks worked by all PAGA Members and then taking that number and multiplying it by the number of workweeks worked by each respective PAGA Member. "PAGA Members" means all of Defendant NuWest Group Holdings, LLC's non-exempt healthcare workers who were assigned to work at any facility inside California from March 23, 2020 to [May 21, 2022, or the date of Preliminary Approval of the Settlement, whichever occurs earlier] (the "PAGA Period").

If the Settlement is approved by the Court and you do not opt out, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Participating Class Member's Settlement Share is in settlement of wage claims, which is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty percent (80%) of each Participating Class Member's Settlement Share shall be treated as interest and penalties, which is not subject to wage withholdings, and shall be reported on IRS Form 1099.

Participating Class Members shall be responsible for paying any taxes owing on their Settlement Shares. Plaintiffs, Defendant, and their respective counsel do not intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement.

4. What Do I Release Under the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows:** Irrespective of whether you exclude yourself from the Settlement or "opt out," if you are a PAGA Member, you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

If you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in the Lawsuit will apply to you and legally bind you.

Released Parties means Defendant and Defendant's former, present, or future parents, subsidiaries, and/or affiliates; each of the foregoing's present, former, or future shareholders, members, owners, officers, directors, partners, employees, insurers, successors, predecessors, contractors (including, without limitation, client hospitals, facilities, or agencies, and any other contracting parties with Defendant with respect to instances where Class Members worked for Defendant for the benefit of any of said parties during the Class Period), assigns, and managing agents; any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals.

Released Class Claims. Upon the Effective Date and funding in full of the Gross Settlement Amount by Defendant, any person who is a Participating Class Member who does not opt-out shall be deemed to have fully and finally released any and all claims which were or could have been asserted against the Released Parties based upon, arising out of, or relating to the facts or allegations set forth in any complaint in the Action, which occurred during the Class Period, including but not limited to claims for rest periods; meal periods; overtime wages; calculation of the regular rate and/or overtime/double time pay; timeliness of wages; payment of wages at separation of employment; waiting time penalties; stipends, per diems, or other expense reimbursements; itemized wage statements and/or accuracy of wage statements; unfair competition; any unpaid wages, compensation, or premiums related to any or all of the foregoing claims; restitution for any or all of the foregoing claims; any penalties, including statutory and civil penalties, related to any or all of the foregoing claims; attorneys' fees or costs related to any or all of the foregoing claims; interest related to any or all of the foregoing claims; and/or any other damages or amounts related to any or all of the foregoing claims. This release shall be referred to here as the ("Released Class Claims").

Released PAGA Claims. Upon the Effective Date and funding in full of the Gross Settlement Amount by Defendant, all PAGA Members shall release all Released Parties from all Released PAGA Claims during the PAGA Period, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" are defined as any and all claims for civil penalties alleged under California Labor Code section 2698 *et seq.* (PAGA) that were asserted in the Plaintiffs' operative complaint in the Action and/or Plaintiffs' letters and communications with the LWDA; and/or that could have been asserted in the Plaintiffs' operative complaint in the Action or Plaintiffs' letters and communications with the LWDA based on the facts and/or allegations alleged in Plaintiffs' operative complaint in the Action and/or Plaintiffs' letters and communications with the LWDA. This release includes, but is not limited to, claims for PAGA civil penalties premised on: rest periods; meal periods; overtime wages; calculation of the regular rate and/or overtime/double time pay; timeliness of wages; payment of wages at separation of employment; stipends, per diems, or other expense reimbursements; waiting time penalties; itemized wage statements and/or accuracy of wage statements; any unpaid wages, compensation, premiums related to any or all of the foregoing claims; and attorneys' fees or costs related to any or all of the foregoing claims.

5. How much will my payment be?

Defendant's records reflect that you worked << >> weeks during the Class Period as a non-exempt healthcare employee for Defendant. Your estimated Settlement Share as a Class Member is << >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in Section 8 of this Notice no later than , 2022 [forty-five (45) days after the Notice].

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is provided in Section 8 of this Notice.

The Court will hold a hearing on [REDACTED] to decide whether to finally approve the Settlement. If the Court finally approves the Settlement and there are no appeals, payments will be mailed within approximately two months after this hearing. If there are appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows:** If you are a PAGA Member, irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than [REDACTED] [forty-five (45) days after the Notice]. The request to opt-out may state in substance: "I have read the Class Notice and I wish to opt-out of the class action and settlement of the case *Knebel v. NuWest Group Holdings, LLC* (Case No. [REDACTED])" or a response in another verifiable format advising the Settlement Administrator that you elect not to participate in the Settlement. The request to opt-out must contain your name, address, and signature. To be valid, the request to opt-out must be completed by you and must be timely mailed to the Settlement Administrator. No other person may opt-out for a living Class Member. Anyone who submits a timely and valid request to opt out shall not be deemed a Class Member and will not receive any payment as part of this Settlement, except as provided above.

The address for the Settlement Administrator is provided in Section 8 of this Notice. Written requests for exclusion that are postmarked after [REDACTED], or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't like the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the Settlement. Objections to the Settlement Administrator must in writing and must state your name, current address, telephone number, and describe why you object to the Settlement and whether you intend to appear at the final approval hearing. All objections or other correspondence must also state the name and number of the case, which is *Knebel v. NuWest Group Holdings, LLC* (Case No. [REDACTED]). In addition, as fully set forth in Paragraph 9 below, Class Members may appear in person or through an attorney, if they so desire, at the Final Approval Hearing to make their objection orally.

Any written objections must be postmarked and mailed to the Settlement Administrator no later than [REDACTED] [forty-five (45) days after the Notice]. The address for the Settlement Administrator is provided in this Section below.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

The address of the Settlement Administrator is:

The addresses for Parties' counsel are:

Class Counsel:
Ashkan Shakouri
Sharon W. Lin

Counsel for Defendant:
Christopher Onstott
Jonathan Hsieh

Shakouri Law Firm
11601 Wilshire Blvd., Fifth Floor
Los Angeles, CA 90024
Telephone: (310) 575-1827
E-mail: ash@shakourilawfirm.com
sharon@shakourilawfirm.com

Kronick, Moskovitz, Tiedemann & Girard
1331 Garden Hwy, 2nd Floor
Sacramento, California 95833
Telephone: (916) 321-4500
Facsimile: (916) 321-4555
E-mail: constott@kmtg.com
jhsieh@kmtg.com

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

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the Superior Court of the State of California for the County of Kern, located at 1415 Truxtun Ave., Bakersfield, California 93301, in Department _____. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. The Court will listen to Class Members who ask to speak regarding their objections at the Final Approval Hearing, regardless of whether they have made a timely written request to speak at the hearing. This hearing may be rescheduled by the Court without further notice to you.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the Final Approval Hearing to listen to the proceedings or to object to the Settlement. You may remotely appear at the Final Approval Hearing by using the Court Connect procedure at https://www.kern.courts.ca.gov/online_services/remote_court_hearings. You may also attend the Final Approval Hearing in person.

10. How do I get more information about the Settlement?

This Class Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by going to the Administrator's website at _____ or by contacting the Settlement Administrator or Class Counsel. You may also get more details by examining the Court's file using the court's website at <https://portal.kern.courts.ca.gov/case-search/case-number> and entering the Case No. _____, or by going to the Clerk's Office located at 1415 Truxtun Ave., Bakersfield, California 93301 during regular business hours.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. If the Settlement Share check of a Participating Class Member remains uncashed by the expiration of the 180 day period, the uncashed funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500, *et seq.* for the benefit of those Participating Class Members who did not cash their Settlement Share checks until such time that they claim their property and who will remain bound by the Settlement.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

Exhibit C

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EXHIBIT C
[FINAL APPROVAL ORDER AND JUDGMENT]

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**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SUPERIOR COURT OF KERN**

CEDAR KNEBEL, on behalf of herself
and others similarly situated,

Plaintiff,

v.

NUWEST GROUP HOLDINGS, LLC;
and DOES 1-20, inclusive,

Defendants.

CASE NO. 22-00000000

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL TO CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
FINAL JUDGMENT THEREON**

1 On _____, a hearing was held on Plaintiffs Cedar Knebel and Susan
2 Tidwell's ("Plaintiffs") Unopposed Motion for Final Approval of Class and Representative
3 Action Settlement. Shakouri Law Firm appeared for Plaintiff and Kronick, Moskowitz,
4 Tiedemann & Girard appeared for Defendant NuWest Group Holdings, LLC ("Defendant").

5 The Parties have submitted their Class Action Settlement Agreement (the "Agreement" or
6 "Settlement"), which this Court preliminarily approved (the "Preliminary Approval Order"), on
7 _____, 2022. In accordance with the Preliminary Approval Order, Class Members have been
8 given adequate notice of the terms of the Settlement and the opportunity to object to it or to
9 exclude themselves from it.

10 Having received and considered the Settlement, the supporting papers filed by the Parties,
11 and the evidence and argument received by the Court before entering the Preliminary Approval
12 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
13 this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES
14 DETERMINATIONS as follows:

15 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
16 Order and Judgment adopts all defined terms set forth in the Agreement, which is attached hereto
17 as **Exhibit A**.

18 2. The Class, which was conditionally certified on _____, 2022 by this court, is
19 hereby certified under California Code of Civil Procedure Section 382 for purposes of settlement
20 only. The Class is defined as all of Defendant NuWest Group Holdings, LLC's non-exempt
21 healthcare workers who were assigned to work at any facility inside California from March 25,
22 2017 to [May 21, 2022, or the date of Preliminary Approval of the Settlement, whichever occurs
23 earlier] (the "Class Period"). Pursuant to the Agreement, the Class is certified for settlement
24 purposes only.

25 3. This Court has jurisdiction over this matter and over all parties to this action,
26 including members of the Class.

27 4. "PAGA Members" is defined all of Defendant NuWest Group Holdings, LLC's
28 non-exempt healthcare workers who were assigned to work at any facility inside California from

1 March 23, 2020 to [May 21, 2022, or the date of Preliminary Approval of the Settlement,
2 whichever occurs earlier] ("PAGA Period").

3 5. Pursuant to the Preliminary Approval Order, the Notice of Proposed Class and
4 Representative Action Settlement ("Class Notice") was sent to each Class Member by first-class
5 mail. The Class Notice informed Class Members of the terms of the Settlement, their right to
6 receive a Settlement Share, their right to comment on or object to the Settlement and/or the
7 attorneys' fees and costs, their right to elect not to participate in the Settlement and pursue their
8 own remedies, and their right to appear in person and/or by counsel at the Final Approval Hearing
9 and be heard regarding approval of the Settlement. Adequate periods of time were provided by
10 each of these procedures.

11 6. The Agreement is a product of arms-length negotiations between the parties and is
12 in the best interest of the Class Members and the PAGA Members. The Court finds and
13 determines that this notice procedure afforded adequate protections to Class Members and
14 provides the basis for the Court to make an informed decision regarding approval of the
15 Settlement based on the responses of Class Members. The Court finds and determines that the
16 notice provided in this case was the best notice practicable, which satisfied the requirements of
17 law and due process.

18 7. For the reasons stated in the Preliminary Approval Order, the Court finds and
19 determines that the terms of the Settlement are fair, reasonable and adequate to the Class and to
20 each Class Member and that the Participating Class Members will be bound by the Settlement,
21 that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
22 should be and hereby are ordered to be consummated.

23 8. The Court finds and determines that the all-inclusive Gross Settlement Amount,
24 the Net Settlement Amount, and the Settlement Shares to be paid to the Participating Class
25 Members under the Settlement are fair and reasonable. The Court hereby grants final approval to
26 and orders the payment of those amounts be distributed to the Participating Class Members out of
27 the Net Settlement Amount in accordance with the Agreement. Pursuant to the terms of the
28 Agreement, the Settlement Administrator is directed to make the payments to each Participating

1 Class Member.

2 9. The Court finds and determines that the Settlement Administration Cost for
3 administering the Settlement, in the amount of \$ _____ are fair and reasonable. The Court
4 hereby grants final approval to and orders that the payment of that amount be paid out of the
5 Gross Settlement Amount to the Settlement Administrator in accordance with the Agreement.

6 10. The Court finds and determines that the request by Plaintiffs for Service Awards is
7 fair and reasonable and hereby orders that the requested payments in the amount of \$10,000 each
8 be paid to Plaintiff Cedar Knebel and Plaintiff Susan Tidwell out of the Gross Settlement
9 Amount.

10 11. The Court further finds and determines that the request by Class Counsel for 35%
11 of the Gross Settlement Amount as Attorneys' Fees is fair and reasonable and hereby orders that
12 \$ _____ be paid to Shakouri Law Firm out of the Gross Settlement Amount.

13 12. The Court also finds and determines that the request by Class Counsel for
14 Attorneys' Expenses is fair and reasonable and hereby orders that \$ _____ be paid to
15 Shakouri Law Firm out of the Gross Settlement Amount.

16 13. Upon the Effective Date and funding in full of the Gross Settlement Amount by
17 Defendant, all Participating Class Members who do not timely and validly opt out shall be
18 deemed to have fully and finally released any and all claims that were or could have been asserted
19 against the Released Parties (defined as Defendant and Defendant's former, present, or future
20 parents, subsidiaries, and/or affiliates; each of the foregoing's present, former, or future
21 shareholders, members, owners, officers, directors, partners, managers, employees, insurers,
22 successors, predecessors, contractors (including, without limitation, client hospitals, facilities, or
23 agencies, and any other contracting parties with Defendant with respect to instances where
24 Class Members worked for Defendant for the benefit of any of said parties during the Class
25 Period), assigns, and managing agents; any and all agents, legal representatives, and/or
26 attorneys of all of the foregoing entities or individuals) based upon, arising out of, or relating to
27 the facts or allegations set forth in any complaint in the Action, which occurred during the Class
28 Period, including but not limited to claims for rest periods; meal periods; overtime wages;

1 calculation of the regular rate and/or overtime/double time pay; timeliness of wages; payment of
2 wages at separation of employment; waiting time penalties; stipends, per diems, or other expense
3 reimbursements; itemized wage statements and/or accuracy of wage statements; unfair
4 competition; any unpaid wages, compensation, or premiums related to any or all of the foregoing
5 claims; restitution for any or all of the foregoing claims; any penalties, including statutory and
6 civil penalties, related to any or all of the foregoing claims; attorneys' fees or costs related to any
7 or all of the foregoing claims; interest related to any or all of the foregoing claims; and/or any
8 other damages or amounts related to any or all of the foregoing claims. The release in this
9 paragraph expressly excludes the Released PAGA Claims, which are released in Paragraph 14 of
10 this Order below.

11 14. Upon the Effective Date and funding in full of the Gross Settlement Amount by
12 Defendant, all PAGA Members shall also release all Released Parties from all Released PAGA
13 Claims during the PAGA Period, irrespective of whether they opted-out of the Settlement and
14 will be bound by this PAGA Release. The Released PAGA Claims are defined as any and all
15 claims for civil penalties alleged under California Labor Code section 2698 *et seq.* (PAGA) that
16 were asserted in the Plaintiffs' operative complaint in the Action and/or Plaintiffs' letters and
17 communications with the LWDA; and/or that could have been asserted in the Plaintiffs' operative
18 complaint in the Action or Plaintiffs' letters and communications with the LWDA based on the
19 facts and/or allegations alleged in Plaintiffs' operative complaint in the Action and/or Plaintiffs'
20 letters and communications with the LWDA. This release includes, but is not limited to, claims
21 for PAGA civil penalties premised on: rest periods; meal periods; overtime wages; calculation of
22 the regular rate and/or overtime/double time pay; timeliness of wages; payment of wages at
23 separation of employment; stipends, per diems, or other expense reimbursements; waiting time
24 penalties; itemized wage statements and/or accuracy of wage statements; any unpaid wages,
25 compensation, premiums related to any or all of the foregoing claims; and attorneys' fees or costs
26 related to any or all of the foregoing claims.

27 15. The Court finds and determines that payment to the California Labor & Workforce
28 Development Agency of \$_____, as its share of the settlement of civil penalties under the

1 California Private Attorneys General Act, Labor Code 2698, et seq., is fair, appropriate, and
2 reasonable. The court hereby finally approves said payment and orders that payment be made per
3 the terms of the Settlement.

4 16. The Court bars and permanently enjoins Plaintiffs and the Participating Class
5 Members from asserting, initiating or prosecuting, directly or indirectly, any of the Released
6 Class Claims, that any Participating Class Member has, had, or may have, to the extent provided
7 in the Settlement.

8 17. Pursuant to the terms of the Agreement, Plaintiffs make additional general releases
9 of Plaintiffs' Released Claims as defined in the Agreement.

10 18. As partial consideration for the Service Awards, Plaintiffs' Released Claims shall
11 include all such claims, whether known or unknown, by the releasing party. Thus, even if
12 Plaintiffs discover facts and/or claims in addition to or different from those that they now know or
13 believe to be true with respect to the subject matter of Plaintiffs' Released Claims, those claims
14 will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims,
15 Plaintiffs expressly waive and relinquish all of the provisions and all of their rights and benefits
16 under the provisions of section 1542 of the California Civil Code, which reads:

17 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
18 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
19 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
20 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD**
HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
THE DEBTOR OR RELEASED PARTY.

21 19. Nothing in this Order shall preclude any action to enforce the Parties' obligations
22 under the Settlement or under this Order, including the requirement that Defendant make payment
23 in accordance with the Agreement.

24 20. If, for any reason, the Settlement ultimately does not become Final (as defined by
25 the Settlement), this Final Approval Order will be vacated; the Parties will return to their
26 respective positions in the Action as those positions existed immediately before the Parties
27 executed the Agreement; and nothing stated in the Agreement or any other papers filed with this
28 Court in connection with the Settlement will be deemed an admission of any kind by any of the

Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in the Action or in any other action.

21. The Parties entered into the Settlement solely for the purpose of compromising and settling disputed claims. Defendant in no way admits any violation of law or any liability whatsoever to Plaintiffs and the Class, individually or collectively, all such liability being expressly denied by Defendant. Neither this Order, nor the Agreement upon which it is based are a finding of the validity or invalidity of any claims in this Action or a determination of any wrongdoing by any party.

22. By means of this Final Approval Order, this Court hereby enters Final Judgment in this Action as follows: Plaintiffs Cedar Knebel and Susan Tidwell and the Participating Class Members shall take nothing from Defendant or Released Parties except as set forth in the Settlement and this Order. The Court shall retain jurisdiction over the parties to interpret, implement and enforce this Judgment.

23. Without affecting the finality of this Final Approval Order and Final Judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Order and the Settlement under Code of Civil Procedure § 664.6.

24. The Parties are hereby ordered to comply with the terms of the Agreement.

25. Each side to bear its own costs and attorneys' fees except as provided by the Settlement and this Final Approval Order and Final Judgment.

DATED: _____

HON. _____
SUPERIOR COURT JUDGE