

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Class and Representative Action Settlement Agreement (“Agreement”) is made by and between plaintiffs Cedar Knebel (“Plaintiff Knebel”) and Susan Tidwell (“Plaintiff Tidwell”) (collectively “Plaintiffs”) and Defendant NuWest Group Holdings, LLC (“Defendant”). Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means all causes of action, claims, and allegations in the operative complaint filed in *Knebel et al. v. NuWest Group Holdings, LLC* (Los Angeles County Superior Court Case No. 21STCV11666, transferred on April 6, 2022 to Kern County Superior Court, Case No. Pending).
- B. “Class” is defined as all of Defendant’s non-exempt healthcare workers who were assigned to work at any facility inside California during the Class Period.
- C. “Class Member” is a member of the Class.
- D. “Class Period” means the period of time from March 25, 2017 to May 21, 2022, or the date of Preliminary Approval of the Settlement, whichever occurs earlier.
- E. “Class Counsel” means Shakouri Law Firm.
- F. “Attorneys’ Fees” means the amount requested by Class Counsel and approved by the Court to compensate Class Counsel as attorneys’ fees in connection with prosecuting the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all related Settlement activities, and all post-Settlement compliance procedures.
- G. “Attorneys’ Expenses” means the amount requested by Class Counsel and approved by the Court to pay Class Counsel for all litigation expenses incurred in connection with the Action.
- H. “Class Data” means, for each Class Member: his or her name; last known mailing address; dates of employment worked during the Class Period; Social Security Number; the total number of workweeks worked during the Class Period and PAGA Period; and any other information reasonably necessary to effectuate the terms of this Settlement.

- I. “Class Notice” means the Notice of Proposed Settlement of Class and Representative Action substantively in the form attached as Exhibit A to this Agreement and incorporated by reference into this Agreement.
- J. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator which contains the individualized information for each Class Member.
- K. “Service Awards” means each of the service payments made to the Plaintiffs in their individual capacity as Class Representatives in order to compensate each of them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s fees, costs and expenses in the event they were unsuccessful in the prosecution of the Action, and for the general release of all their claims.
- L. “Court” means the Kern County Superior Court.
- M. “Defendant’s Counsel” means Kronick, Moskovitz, Tiedemann & Girard.
- N. “Effective Date” means the date when all of the following events have occurred: (1) the Settlement has been executed by all Parties and Class Counsel; (2) the Court has given preliminary approval of the Settlement; (3) the Class Notice has been given to Class Members, providing them with an opportunity to object to or opt-out of the terms of this Settlement (to the extent permitted by this Settlement Agreement); (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment approving the Settlement; (5) in the event there are no valid objections submitted, the day the Court enters a Final Approval Order and Judgment certifying the Settlement Class and approving the Settlement; and (6) in the event there are valid objections submitted, sixty-five (65) calendar days have passed since the Court has entered a Final Approval Order and Judgment approving the Settlement or, if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment approving the Settlement has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.
- O. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
- P. “Final Approval Order and Judgment” means the date on which the Court enters a final order approving the Settlement and authorizes the entry of a final judgment.

- Q. “Final Approval Hearing” means the final fairness hearing to be conducted by the Court to determine whether to enter an order granting final approval of this Settlement and whether to implement the terms of this Agreement.
- R. “Gross Settlement Amount” means Three Million Dollars (\$3,000,000) to be paid by Defendant as provided by this Agreement. Except as set forth in Section III(C)(4) below, this amount is the maximum settlement amount to be paid by or on behalf of Defendant and is all-inclusive of all payments contemplated in this Agreement for final resolution of the Action including all payments to Participating Class Members and PAGA Members, Attorneys’ Fees, Attorneys’ Expenses, Service Awards, PAGA Payment, Settlement Administration Expenses, and the Defendant’s share of payroll taxes. The Gross Settlement Amount is all-in with no reversion to Defendant and shall be paid without the need to submit a claim form.
- S. “Judgment” means the Judgment entered by the Court following the Court’s order granting Final Approval of this Settlement in a form consistent with the form attached hereto as Exhibit C.
- T. “Plaintiffs” or “Class Representatives” means Cedar Knebel and Susan Tidwell.
- U. “PAGA Payment” means the amount the Parties have agreed to allocate to civil penalties in the amount of One Hundred Thousand Dollars (\$100,000) in order to settle claims arising under the Private Attorneys General Act of 2004 (Labor Code sections 2698, et seq.). “LWDA Payment” means the amount paid to the LWDA as its portion (75%) of the total PAGA penalties allocated to it in this Agreement and approved by the Court. “Net PAGA Amount” means the amount paid to PAGA Members as their portion (25%) of the total PAGA penalties allocated to them in this Agreement and approved by the Court.
- V. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for attorneys’ fees, attorneys’ expenses, the service awards, the PAGA Payment, the settlement administration expenses, and Defendant’s share of payroll taxes. All disbursements will be made by the Settlement Administrator.
- W. “Non-Participating Class Member” means a Class Member who excludes himself or herself from the Class by submitting a valid and timely Election Not to Participate in Settlement.
- X. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- Y. “Preliminary Approval of the Settlement” means the date on which the Court enters an order granting preliminary approval of this Settlement.

- 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, 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.”
- AA. “Settlement” or “Settlement Agreement” means the settlement and disposition of the Action as embodied and effectuated by this Agreement.
- BB. “Settlement Administrator” means the third-party administrator proposed by the Parties and appointed by the Court to administer the Settlement. The parties have selected Phoenix Settlement Administrators as the Settlement Administrator.
- CC. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.
- DD. “PAGA Members” means all of Defendant’s non-exempt healthcare workers who were assigned to work at any facility inside California during the PAGA Period. The PAGA Members are a subset of the Class Members.
- EE. “PAGA Period” means the period of time from March 23, 2020 to May 21, 2022, or the date of Preliminary Approval of the Settlement, whichever occurs earlier.
- FF. “PAGA Share” means each PAGA Member’s share of the Net PAGA Amount as provided by this Agreement.

II. RECITALS

- A. On March 25, 2021, Plaintiff Knebel filed a class action Complaint in the Action against Defendant in the Superior Court of the State of California, County of Los Angeles. On April 8, 2021, Plaintiff Knebel amended the Complaint to add Plaintiff Tidwell as a class representative. On June 15, 2021, Plaintiffs amended the First Amended Complaint to add claims under PAGA.
- B. On April 6, 2021, the Superior Court for the County of Los Angeles entered an order granting the transfer of the Action to the Superior Court for the County of Kern.
- C. Plaintiffs, on behalf of themselves and others similarly situated, asserted claims against Defendant in the Action 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. Waiting time penalties;
 6. Unfair business practices;
 7. Penalties under Labor Code section 210; and
 8. PAGA violations.
- D. On March 22, 2022, the Parties participated in an all-day mediation presided over by Steven Serratore, Esq., a mediator with extensive experience involving employment class actions. With the aid of the mediator, the Parties agreed to settle the Action and all other matters covered by this Agreement pursuant to the terms and conditions of the Parties' Memorandum of Understanding (the "Parties' MOU"). This Agreement replaces and supersedes the Parties' MOU and any other agreements, understandings, or representations, whether oral or written, between the Parties.
- E. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant or any Released Party that the claims in the Action have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. Defendant denies each of the allegations and claims asserted in the Action. Defendant enters into this Agreement for the sole purpose of avoiding the operational burden, expense and uncertainty of continuing litigation.
- F. The Parties stipulate to the conditional certification of the Class for purposes of this Settlement only. This Agreement is contingent upon the Preliminary and Final Approval and certification of the Class only for purposes of this Settlement. Should this Settlement not become final, for whatever reason or the Effective Date does not occur, the Parties' stipulation to class certification as part of this Settlement shall become null and void *ab initio*, and the fact that the Parties were willing to stipulate provisionally to class certification as part of this Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Action, and shall not be admissible for any purpose in any action, including the Action. Nothing in this Agreement will be construed as an admission or acknowledgement of any kind that any class should be certified in the Action or in any other action or proceeding.
- G. Defendant expressly reserves the right and declares that it intends to oppose class certification vigorously should this Settlement not be granted Final Approval or be modified or reversed on appeal or otherwise not become final. If for any reason this Agreement does not become effective, Defendant reserves the right to contest certification of any class, including the Class, for any reason. Defendant does not concede the merits of Plaintiffs' contentions regarding the suitability of the litigation for class certification but has agreed to resolve the litigation through this

Settlement in recognition of the expense and risk of continuing with the litigation and in the belief that the Settlement is fair, adequate and reasonable. Therefore, in entering into this Agreement, it is the Parties' mutual intention and agreement that if for any reason the Agreement does not become final, the conditional class certification will be vacated, Plaintiffs and Defendant will retain all rights to support or oppose certification for the purposes of litigation, and any certification arising from the Court's Final Approval of this Settlement may not be used by Plaintiffs or Defendant in support of any argument for or against certification of any class. Plaintiffs will not be deemed to have waived, limited or affected in any way any claims, rights or remedies in the Action, and Defendant will not be deemed to have waived, limited, or affected in any way any of its claims, rights, remedies, objections or defenses in the Action. Neither the provisional certification nor, if ultimately approved, the certification of the Class to consummate this Settlement shall constitute a determination by the Court that a class should be certified for purposes of trial or for any other purpose in any action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is Three Million Dollars (\$3,000,000). The entirety of the Gross Settlement Amount will be disbursed pursuant to this Agreement, with no reversion to Defendant.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments to be deducted from the Gross Settlement Amount as follows:
 - 1. **To Plaintiffs:** In addition to their respective Settlement Shares, the Plaintiffs will apply to the Court for an award of not more than \$10,000 each to Plaintiff Knebel and Plaintiff Tidwell as their Service Awards. Defendant agrees not to oppose Service Awards of up to \$10,000 each for Plaintiff Knebel and Plaintiff Tidwell. The Settlement Administrator will pay the Service Awards approved by the Court out of the Gross Settlement Amount. If the Court approves Service Awards of less than \$10,000 to Plaintiff Knebel and/or Plaintiff Tidwell, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Because such payments do not constitute alleged wage loss, payroll tax withholding and deductions will not be taken from the Service Awards and instead a Form 1099 will be issued to the Plaintiffs with respect to the Service Awards. To receive these Service Awards, Plaintiffs as consideration agree to waive all known and unknown claims under California Civil Code section 1542 and agree to a general release of all claims as set forth in Sections III(F)(3) and III(F)(4) below.

2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more 35% of the Gross Settlement Amount (i.e., no more than \$1,050,000 based on the current Gross Settlement Amount) as their Attorneys' Fees to be supported by their billing records, and an amount not more than \$20,000 as their Attorneys' Expenses for their billed expenses. Defendant agrees not to oppose Class Counsel's request for such Attorneys' Fees and Attorneys' Expenses. The Settlement Administrator will pay the amounts for Attorneys' Fees and Attorneys' Expenses approved by the Court (but not more than \$1,050,000 and \$20,000, respectively) out of the Gross Settlement Amount. If the Court approves Attorneys' Fees or Attorneys' Expenses in amounts lower than those requested by Class Counsel, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from any awarded attorneys' fees or attorneys' expenses and instead one or more Forms 1099 will be issued to Class Counsel as appropriate under applicable regulations with respect to those payments. The payment of awarded Attorneys' Fees and Attorneys' Expenses shall be made to Class Counsel by the Settlement Administrator in accordance with this Agreement.

 3. **To the LWDA.** The Parties will seek approval from the Court for a PAGA Payment of \$100,000 out of the Gross Settlement Amount for PAGA claims accrued during the PAGA Period, which shall be allocated \$75,000 to LWDA as its share of the Settlement of civil penalties paid under this Agreement pursuant to the PAGA (the "LWDA Payment") and \$25,000 for distribution to the PAGA Members (the "Net PAGA Amount"). If the Court approves a PAGA Payment lower than set forth under this Agreement, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members

 4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$20,000 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$20,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

 5. **Defendant's Share of Payroll Taxes.** The Settlement Administrator will pay out of the Gross Settlement Amount Defendant's employer's share of all payroll taxes in connection with payments treated as wages under Section III(C)(1) of this Agreement.
- C. **Payments From the Net Settlement Amount and Net PAGA Amount.** The Net Settlement Amount shall be used to make the following payments after the

deductions have been taken from the Gross Settlement Amount as described in Section III(B) above for the awarded Service Awards, Attorneys' Fees, Attorneys' Expenses, the PAGA Payment, Settlement Administration Expenses, and Defendant's share of payroll taxes. The Net Settlement Amount shall be paid as follows:

1. **Calculation for Class.** 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.
 - a. **Taxation.** Twenty percent (20%) of each Participating Class Member's Settlement Share shall be treated as wages ("Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. The Wage Portion will be paid from the Net Settlement Amount. Eighty percent (80%) of each Participating Class Member's Settlement Share shall be treated as interest and penalties (collectively, "Non-Wage Portion"). Accordingly, the Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The Non-Wage Portion will be paid from the Net Settlement Amount.
2. **Calculation for PAGA Members.** The value of each PAGA Member's PAGA Share will be based on the number of each PAGA Member's workweeks during the PAGA Period. Specifically, 25% of the approved PAGA Payment allocated to the Net PAGA Amount will be divided by the total number of workweeks worked by all PAGA Members during the PAGA Period, and then taking that number and multiplying it by the number of workweeks worked by each respective PAGA Member. PAGA Members will receive payment from the Net PAGA Amount regardless of their decision to participate in the Action if the PAGA Payment is approved by the Court.
 - a. **Taxation.** The payments to PAGA Members from the Net PAGA Amount shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.
3. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their election not to participate will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part

of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis. Defendant reserves the right to cancel the Settlement in the event the number of Non-Participating Class Members exceeds ten percent (10%) of the Class. PAGA Members may not opt of the Settlement and will receive the Net PAGA Amount regardless of whether or not they are Non-Participating Class Members.

4. **Workweek Modification.** Defendant has represented that there are approximately 8,000 workweeks worked by approximately 682 Class Members during the Class Period. In the event the actual number of workweeks worked by Class Members during the Class Period increases by more than ten percent (10%) (i.e., increases to more than 8,800 workweeks) by the time Defendant provides Class Data to the Settlement Administrator for dissemination of Class Notice, the Gross Settlement Amount shall increase on a *pro-rata* basis equal to the percentage increase in the number of workweeks worked by Class Members above 10% (i.e., if there is a 11% increase in the number of workweeks during the Class Period, Defendant will agree to increase the Gross Settlement Amount by 1%.)

- D. **Appointment of Settlement Administrator.** The Parties will ask the Court to appoint Phoenix Settlement Administrators, as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update addresses prior to mailing; performing a reasonable address search for any Class Notice Packet returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Defendant's employer share of any payroll taxes, calculating Settlement Shares; calculating PAGA Shares; issuing the checks and accompanying notices to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. Subject to consultation with Class Counsel and Defendant's Counsel, the Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. In the event that any questions or disputes arise regarding an individual's membership in the Class, Defendant's records will be presumed to be accurate and correct, and will be presumptively determinative to resolve the dispute. The Settlement Administration Expenses will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall transmit the required employer's and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 and section 468B of the Internal Revenue Code of 1986, as amended (the "Code"). The Settlement Administrator shall be treated as an "administrator" as defined at Treasury Regulation section 1.468B-2(k) for purposes of federal and state income tax reporting with respect to the distributions from the Net Settlement Amount. Accordingly, Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by the Code and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this section may be modified in a manner to comply with any such changes.

E. Procedure for Approving Settlement.

1. Motion for Preliminary Approval of Settlement by the Court.

- a. After execution of this Settlement Agreement, Plaintiffs will file a Preliminary Approval Motion with the Court for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"), which Defendant agrees not to oppose as long it has been provided to Defendant for review and approval at least five business days prior to filing and it is consistent with the terms set forth in this Agreement. Plaintiffs will provide Defendant with a copy of the Preliminary Approval Motion and related exhibits for review and comment at least five (5) business days calendar days prior to filing such Motion. Any disagreements among the Parties concerning the Class Notice, or other documents necessary to implement the Settlement will be referred to the Court presiding over the Action.
- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear and support the granting of the Motion for Preliminary Approval. Class Counsel will submit a Proposed Preliminary Approval Order substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- c. Should the Court decline to preliminarily approve all material aspects of the Settlement (including but not limited to the scope of release for Participating Class Members and/or for Plaintiffs, or the binding effect of the Settlement on Participating Class Members), the Settlement will be void and the Parties will submit the issues to

Steven Serratore, who will mediate the dispute and provide a non-binding advisory determination which the Parties may elect to accept or reject.

- d. A decision by the Court not to enter the Preliminary Approval Order in its entirety, or a decision by the Court to enter the Preliminary Approval Order with material modifications (other than modifications concerning the proposed amount of any Attorneys' Fees or Attorneys' Expenses to be paid to Class Counsel or the amount of any Service Awards to Plaintiffs) that either of the Parties determines in their reasonable and good faith judgment to be material, will be discretionary grounds for that Party to terminate this Agreement by providing written notice to the other Party and the Court within twenty-one (21) calendar days of receipt of the Court's decision. In such event, the Parties agree to submit any unresolved issues to Steven Serratore, who will mediate the dispute and provide a non-binding advisory determination which the Parties may elect to accept or reject.
2. **Notice to Class Members.** After the Court enters its order granting Preliminary Approval of the Settlement, the Settlement Administrator will provide every Class Member with the Class Notice Packet, which will include the Class Notice completed to reflect the order granting Preliminary Approval of the Settlement and showing the Class Member's Class Data as follows:
 - a. No later than thirty (30) calendar days after the Court enters its order granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an Excel file with each Class Member's Class Data. The Class Data, its contents and any files containing Class Data shall remain strictly confidential and for the Settlement Administrator's eyes only.
 - b. Using best efforts to mail it as soon as possible, and in no event later than seven (7) calendar days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
 - c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than seven (7) calendar days from receipt of the returned Class Notice Packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The

Settlement Administrator will use the Class Data and otherwise work with Defendant to find that more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient Forms) and the number of objections it receives (including objections to Settlement and/or objections to Attorneys' Fees and Attorneys' Expenses).
- e. Not later than ten (10) calendar days before Plaintiffs file their Motion for Final Approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement that it has received (including the numbers of valid and deficient forms) and detailing any objections that it has received (including objections to Settlement and/or objections to Attorneys' Fees and Attorneys' Expenses). Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Objections to Attorneys' Fees and Attorneys' Expenses; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement, including objections to Attorneys' Fees and Attorneys' Expenses. Class Members may also submit Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement must submit their written objection to the Settlement Administrator

setting forth the grounds for the objection. Such objection must be postmarked to and/or received by the Settlement Administrator not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets. Any Class Member who is re-mailed a Class Notice Packet by the Settlement Administrator shall receive an additional fifteen (15) calendar days to submit a written objection. The Settlement Administrator will forward all written objections received to the Parties' Counsel who will file the objections along with any response thereto at the time of filing the Motion for Final Approval of the Settlement. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection, regardless of whether he or she submitted a written objection in the manner and by the deadline specified hereinabove. Non-Participating Class Members shall have no ability to comment on or object to the Settlement, except with the Court's permission.

- b. **Objections to Attorneys' Fees and Attorneys' Expenses.** Class Counsel shall file their application for the Attorneys' Fees and Attorneys' Expenses concurrently with Plaintiffs' Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing. The Settlement Administrator will forward all written objections received to the Parties' Counsel who will file the objections along with any response thereto at the time of filing the Motion for Final Approval of the Settlement. The Class Notice will provide that Participating Class Members who wish to object to the Attorneys' Fees and/or Attorneys' Expenses must submit their written objection to the Settlement Administrator setting forth the grounds for the objection. Such objection must be postmarked to and/or received by the Settlement Administrator not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets. Any Class Member who is re-mailed a Class Notice Packet by the Settlement Administrator shall receive an additional fifteen (15) calendar days to submit a written objection. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection, regardless of whether he or she submitted a written objection in the manner and by the deadline specified hereinabove. Non-Participating Class Members shall have no ability to object to Attorneys' Fees and Attorneys' Expenses, except with the Court's permission.
- c. **Election Not to Participate in Settlement.** The Class Notice will also provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator not later than forty-five (45) calendar days after the Settlement

Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement or a response in another verifiable format advising the Settlement Administrator that the Class Member elects not to participate in the Settlement. Any Class Member who is re-mailed a Class Notice Packet by the Settlement Administrator shall receive an additional fifteen (15) calendar days to submit a signed Election Not to Participate in Settlement or a response in another verifiable format advising the Settlement Administrator that the Class Member elects not to participate in the Settlement. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity.

A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that PAGA Members will receive payment from the Net PAGA Amount and will be bound by and release all Released PAGA Claims, irrespective of whether they are a Non-Participating Class Member. Defendant will remain free to contest any claim or action brought by the Non-Participating Class Member, and nothing in this Agreement will constitute or be construed as a waiver of any defense against such a claim or action. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above will automatically become a Participating Class Member and be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to object to the Settlement, except with the Court's permission.

All Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Class as set forth in this Agreement.

The Settlement Administrator shall retain the originals of all Elections Not to Participate in Settlement and objections in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement.

- d. **Disputes to Workweeks and Estimated Payments.** Class Members will have the opportunity, should they disagree with Defendant's records regarding the start and end dates of their

employment, their total workweek count, and/or their estimated payment, to provide documentation and/or an explanation to show contrary dates or workweeks. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Shares under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Share shall be binding upon the Class Member and the Parties. Class Members shall have forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets to submit a dispute to the Settlement Administrator. Any Class Member who is re-mailed a Class Notice Packet by the Settlement Administrator shall receive an additional fifteen (15) calendar days to submit a dispute to the Settlement Administrator.

4. **Right of Defendant to Reject Settlement.** If ten percent (10%) or more Class Members timely submit valid Elections Not to Participate in Settlement, Defendant will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement. Defendant will pay the amount of the Settlement Administration Expenses incurred as of the date that Defendant exercises its right to void the Settlement. Defendant will notify Class Counsel and the Court whether it is exercising this right to void not later than fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the final total number of valid Elections Not to Participate in Settlement it has received following the deadline for Class Members to submit a timely Election Not to Participate in Settlement.
5. **No Solicitation of Objection or Election Not to Participate.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
6. **Additional Briefing and Final Approval.**
 - a. Class Counsel will file with the Court their application for the Attorneys' Fees, Attorneys' Expenses and Service Awards concurrently with Plaintiffs' Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
 - b. Defendant agrees not to oppose as long as Defendant has been

provided at least five (5) business days prior to filing to review and revise if necessary the Motion for Final Approval, and it is consistent with the terms set forth in this Agreement.

- c. If any objection is filed, then not later than seven (7) calendar days before the Final Approval Hearing, both Parties may file a reply in support of the Motion for Final Approval of the Settlement; and Plaintiffs and Class Counsel may file a reply in support of their motions for the Service Awards, the Attorneys' Fees, and the Attorneys' Expenses.
- d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release for Participating Class Members and/or for Plaintiffs, or the binding effect of the Settlement on Participating Class Members), then the Settlement, at either Parties' option, will be null and void and the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. If either Party intends to invoke its right under this paragraph, it must do so by informing the other Party in writing within ten (10) days after the Court denies final approval of the Settlement or conditions final approval on any material changes to the Settlement, as set forth above. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the Service Awards, the Attorneys' Fees, or the Attorneys' Expenses, Settlement Administration Expenses, or PAGA Payment will not constitute a material modification to the Settlement within the meaning of this paragraph.
- e. Upon the Court's entry of Final Approval Order and Judgment; Plaintiffs and Participating Class Members will take that which is stated in the Agreement. After entry of the Judgment, the Kern Superior Court in which the Parties will seek approval of the Settlement will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, including resolution of any dispute concerning any provision of this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as may be appropriate under California court rules and applicable law, including California Code of Civil Procedure section 664.6.

- 7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, that the Court does not make any material modification to the Settlement, and that the Parties have fully

performed under the Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and its respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

8. **Modifying, Vacating, or Altering Settlement.** Should the Settlement, or any material terms therein, be modified, vacated, or altered, so that this Settlement is not approved by the Court in its entirety and therefore the intent of the Parties cannot be accomplished after jointly taken efforts to enforce it have been exhausted, the Parties shall have the option to revoke the Settlement Agreement at their sole discretion. A vacation or modification of the Court's award of the Service Awards or the Attorneys' Fees or Attorneys' Expenses will not constitute a vacation or material modification of the Settlement within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

9. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, writ or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release for Participating Class Members and/or Plaintiffs, or the binding effect of the Settlement on Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then either Plaintiffs or Defendant will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing Court, and the Court not later than fourteen (14) days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes final. A vacation, reversal, or modification of the Court's award of the Service Awards or the Attorneys' Fees or Attorneys' Expenses will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

10. **Funding of Settlement, Timing of Provision of Settlement Shares and Other Payments.** Defendant will fund the Gross Settlement Amount by electronically transferring or wiring the entire sum into an escrow account to be established by the Settlement Administrator, which funds shall be held in trust for the Settlement and created as a Qualified Settlement Fund as specified under Section III(D) of this Agreement. Defendant shall fund the Gross Settlement Amount within fifteen (15) calendar days of the Effective Date. Within ten (10) calendar days after receipt of the Gross Settlement Amount from Defendant, the Settlement Administrator shall pay to Participating Class Members their Settlement Shares; to PAGA Members their PAGA Shares; to the LWDA its LWDA Payment; to Plaintiffs their respective Service Awards; and to Class Counsel the Attorneys' Fees and the Attorneys' Expenses.
11. **Full Discharge of Obligations by Defendant.** Defendant's transfer of the Gross Settlement Amount to the Qualified Settlement Fund created by the Settlement Administrator shall constitute full and complete discharge of Defendant's entire obligation under this Agreement.
12. **Uncashed Settlement Checks.** Any checks issued to Participating Class Members and/or PAGA Members must be cashed within one-hundred eighty (180) calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member and/or PAGA Member at his or her correct address. If a Participating Class Member and/or PAGA Member's settlement check is not cashed within one-hundred twenty (120) calendar days after its last mailing to the Participating Class Member and/or PAGA Member, the Settlement Administrator will send the Participating Class Member and/or PAGA Member a letter informing him or her that unless the check is cashed in the next sixty (60) calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the settlement check of a Participating Class Member and/or PAGA 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 and/or PAGA Members who did not cash their settlement checks until such time that they claim their property and who will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and the entire Net PAGA Amount will be paid out to PAGA Members, whether or not they cash their settlement checks.
13. **Final Report by Settlement Administrator to Court.** Within ten (10)

days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties a final report and accounting under oath on the disbursements of all funds from the Gross Settlement Amount.

F. Release of Claims.

1. **Released Class Claims.** 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 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." The release in this paragraph expressly excludes the Released PAGA Claims, which are released pursuant to the terms in section (III)(F)(2) below.
2. **Released PAGA Claims.** Upon the Effective Date and funding in full of the Gross Settlement Amount by Defendant, all PAGA Members shall also release all Released Parties from all Released PAGA Claims during the PAGA Period, irrespective of whether they opted-out of the Settlement, and will be bound by this PAGA Release. The 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 ("Released PAGA Claims").

3. **Plaintiffs.** In addition to the releases specified in Sections III(F)(1) and III(F)(2) above, upon the Effective Date and funding in full of the Gross Settlement Amount, Plaintiffs shall fully and finally release the Released Parties including Defendant, from any and all claims, known or unknown, accrued or unaccrued, they have or may have against Defendant and the Released Parties ("Plaintiffs' Released Claims"). Plaintiffs' Released Claims include, but are not limited to, a release of all claims under the Fair Employment and Housing Act, Age Discrimination in Employment Act, Americans with Disabilities Act, and Title VII of the Civil Rights Act of 1964. Plaintiffs agree not to object to or opt out of the Settlement.
4. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the awarded Service Awards, Plaintiffs' Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish all of the provisions and all of their rights and benefits under the provisions of section 1542 of the California Civil Code, which reads:

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

- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement. Specifically, the Parties agree and understand that none of the amounts paid under this Agreement to Plaintiffs and the Participating Class Members constitute compensation under any "Employee Benefit Plan" as defined by section 3(3) of ERISA; Plaintiffs and Participating Class Members waive any and all claims

for additional contributions to, and/or benefits under, any Employee Benefit Plan maintained or sponsored by Defendant based on any amount paid under this Agreement; and they release any claim for employee benefits, including any and all claims arising under ERISA, arising out of, or related to, the amounts paid under this Agreement.

H. Miscellaneous Terms.

1. No Admission of Liability or Class Certification for Other Purposes.

- a. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. Defendant specifically denies any liability to Plaintiffs or to any Class Member upon any claim or cause of action asserted in this Action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiffs that any of the claims was non-meritorious or any defense asserted by Defendant were meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation, other than solely in connection with the Settlement.
- b. Whether or not the Judgment becomes final, neither the Settlement, this Agreement, the negotiation and execution of the Agreement, any document, statement, proceeding, act or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any of the other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; nor (ii) disclosed, referred to or offered in evidence against Defendant or any of the Released Parties, in any further proceeding in the Action, or in any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement; nor (iii) shall be deemed to be, or used as, an admission or evidence of the appropriateness of these or similar claims for class certification in the Action or with respect to

any other proceeding.

- c. This Section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings solely to enforce any or all terms of this Agreement or in defense of any claims released or barred by this Agreement.
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and will seek authorization to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement, if necessary. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties disagree about application or interpretation of the terms and conditions of this Agreement, the Parties will submit the issues to Steven Serratore, whose decision shall be final and binding on the Parties.
4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice.** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
6. **Modification of Agreement.** Except as set forth in this Agreement, any and all parts of this Agreement, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties and their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon,

and inure to the benefit of, the successors of each of the Parties.

8. **Applicable Law.** All terms and conditions of this Agreement 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.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Continuing Cooperation.** The Parties, to the greatest extent possible, are obligated to work together jointly to effectuate the Settlement, and each term therein. Unless otherwise agreed by the Parties, this joint obligation includes, but is not limited to, fully documenting the Settlement, expeditiously completing or filing any other required documents or pleadings, arguing that the terms and conditions agreed upon should be enforced fully, commencing any required action (either in court or in arbitration), jointly appealing and/or otherwise exhausting judicial review of any adverse ruling, etc.
11. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Ashkan Shakouri
Sharon W. Lin
Shakouri Law Firm
11601 Wilshire Blvd., Fifth Floor
Los Angeles, California 90025
Telephone: (310) 575-1827
E-mail: ash@shakourilawfirm.com

sharon@shakourilawfirm.com

To Defendant:

Christopher Onstott
Jonathan Hsieh
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

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, or electronic signatures which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
15. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision in this Agreement.
16. **Continuing Jurisdiction.** The Kern County Superior Court in which the Parties will seek approval of the Settlement shall retain continuing jurisdiction over the Action to ensure the continuing implementation and enforcement of the provisions of this Settlement Agreement under applicable law, including, but not limited to, California Code of Civil section 664.6.

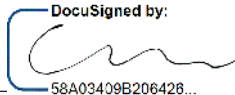
V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: ^{5/12/2022}_____, 2022

CEDAR KNEBEL

By: _____

DocuSigned by:

58A03409B206428...

Dated: ^{5/14/2022}_____, 2022

SUSAN TIDWELL

DocuSigned by:

Susan Tidwell

064E81A46A8A476...

By: _____

Dated: May 16, 2022

NUWEST GROUP HOLDINGS, LLC

By: _____

Name: Peter Byck

Title: General Counsel

Dated: 5/12, 2022

SHAKOURI LAW FIRM

By: Ashkan Shakouri

Ashkan Shakouri
Attorneys for Plaintiffs

Dated: 5/17, 2022

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD

By: _____

Christopher Onstott
Jonathan Hsieh
Attorneys for Defendant

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. [REDACTED])

**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	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<[REDACTED]>. See the explanation below. 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.
Exclude Yourself	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. Instructions are set forth below.
Object	Write to the Settlement Administrator about why you object to the Settlement. Directions are provided below.

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, 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 << [REDACTED] >> weeks during the Class Period as a non-exempt healthcare employee for Defendant. Your estimated Settlement Share as a Class Member is << [REDACTED] >>.

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
Shakouri Law Firm
11601 Wilshire Blvd., Fifth Floor
Los Angeles, CA 90024

Counsel for Defendant:

Christopher Onstott
Jonathan Hsieh
Kronick, Moskovitz, Tiedemann & Girard
1331 Garden Hwy, 2nd Floor
Sacramento, California 95833

Telephone: (310) 575-1827
 E-mail: ash@shakourilawfirm.com
sharon@shakourilawfirm.com

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 [REDACTED], at the Superior Court of the State of California for the County of Kern, located at 1415 Truxtun Ave., Bakersfield, California 93301, in Department [REDACTED]. 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 [REDACTED] 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. [REDACTED], 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.

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EXHIBIT B
[PRELIMINARY APPROVAL ORDER]

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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,

Plaintiffs,

v.

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

Defendants.

CASE NO. [REDACTED]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

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

The Court having read and considered the papers on the motion, the arguments of counsel, and the law, and good cause appearing therefore,

IT IS ORDERED:

1. This Order incorporates the defined terms in the Class Action Settlement Agreement (the "Agreement" or "Settlement"). Unless otherwise specified, all capitalized terms in this Order shall have the same meaning given to those terms in the Agreement.

2. The Class 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"). Pursuant to the Agreement, the Class is conditionally certified for settlement purposes only.

3. "PAGA Members" 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 23, 2020 to [May 21, 2022, or the date of Preliminary Approval of the Settlement, whichever occurs earlier] ("PAGA Period"). Pursuant to the Agreement, the Class is conditionally certified for settlement purposes only.

4. The Parties' Agreement is granted preliminary approval as it meets the criteria for preliminary settlement approval. The Settlement falls within the range of possible approval as fair, adequate and reasonable, and appears to be the product of arm's-length and informed negotiations and to treat all Class Members fairly. Continued litigation would have been expensive for both sides. The Parties acknowledge that litigating and trying this action may have resulted in delay of any recovery, involved significant risk as to liability and certification, and led to possible appeals. Class Counsel received the relevant information for the Class. Plaintiffs have adequately demonstrated that the Settlement did not occur until Plaintiffs and Class Counsel

1 possessed sufficient information to evaluate the case and make an informed decision about
2 settlement.

3 5. The Court conditionally certifies and approves, FOR SETTLEMENT PURPOSES
4 ONLY, and without prejudice to any Party's rights to support or oppose class certification should
5 the Settlement not receive final approval by this Court, the Class described in this Order, the
6 Motion for Preliminary Approval, and the Settlement Agreement.

7 6. The Parties' proposed notice plan is legally sound and meets the requirements of due
8 process because individual notices will be mailed to all Class Members whose identities are
9 known to the Parties, and such notice is the best notice practicable. The Parties' proposed Notice
10 of Proposed Class Action Settlement ("Class Notice") attached to the Agreement as Exhibit A,
11 sufficiently informs Class Members of the terms of the Settlement, their rights under the
12 Settlement, their right to object to the Settlement, their right to receive a Settlement Share or elect
13 not to participate in the Settlement, the processes for doing so, and the date and location of the
14 Final Approval Hearing. The Class Notice also provides notice that PAGA Members will receive
15 payment from the Net PAGA Amount and will be bound by and release all Released PAGA
16 Claims, irrespective of whether they opt out of the Settlement. Thus, the Court approves the Class
17 Notice because it provides adequate notice to Class Members.

18 7. Any Class Member who does not submit a valid request for exclusion will receive a
19 Settlement Share based upon the allocation formula set forth in the Agreement. Class Members
20 who wish to exclude themselves from the Settlement must mail a signed Election Not to
21 Participate in Settlement to the Settlement Administrator not later than 45 days after the
22 Settlement Administrator mails the Class Notice to them. PAGA Members will receive payment
23 from the Net PAGA Amount and will be bound by and release all Released PAGA Claims,
24 irrespective of whether they opt out of the Settlement.

25 8. Any Class Member who has not opted out and believes that the Settlement should
26 not be finally approved by the Court for any reason may object to the Settlement. Class Members'
27 objections to the Settlement Administrator must in writing and must be mailed not later than 45
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1 days after the Settlement Administrator mails the Class Notice to them. Class Members may also
2 appear in person or through an attorney, if they so desire, at the Final Approval Hearing to make
3 their objection orally.

4 9. Class Counsel must file their application for Attorneys' Fees and Attorneys'
5 Expenses concurrently with their motion for final approval of the Settlement.

6 10. Phoenix Settlement Administrators is appointed to act as the Settlement
7 Administrator, pursuant to the terms set forth in the Settlement.

8 11. Shakouri Law Firm is approved as Class Counsel.

9 12. Plaintiffs are approved as Class Representatives.

10 13. Defendant is directed to provide the Settlement Administrator with the Class
11 Members' Class Data as specified by the Agreement no later than 30 days after the date of entry
12 of this Order.

13 14. The Class Notice attached as Exhibit A to the Agreement is approved as to form and
14 content. The Settlement Administrator is directed to mail the approved Class Notice by first-class
15 mail to the Class Members at their last known address no later than 7 days after receipt of the
16 Class Data.

17 15. A Final Approval Hearing will be held on _____, at _____ in
18 Department [REDACTED], to determine whether the Settlement should be granted final approval as fair,
19 reasonable, and whether there was adequate notice to the Class Members. The Court will hear all
20 evidence and argument necessary to evaluate the Settlement and will consider the request for
21 approval of Attorneys' Fees, Attorneys' Expenses, and Service Awards. Participating Class
22 Members and their counsel may support or oppose the Settlement and the Motion for an Award of
23 Attorneys' Fees, Attorneys' Costs, and Service Awards, if they so desire, as set forth in the Class
24 Notice.

25 16. Any Participating Class Member may appear at the Final Approval Hearing in
26 person or by his or her own attorney and show cause why the Court should not approve the
27 Settlement, or object to the Motion for an Award of Attorneys' Fees, Attorneys' Costs, and
28 Service Awards.

1 17. The Court reserves the right to continue the date of the Final Approval Hearing
2 without further notice to Class Members. The Court retains jurisdiction to consider all further
3 applications arising out of or in connection with the Settlement.

4 18. All further proceedings in this action will be stayed except such proceedings
5 necessary to review, approve, and implement this Settlement.

6 19. In the event: (i) the Court does not finally approve the Settlement in a manner
7 contemplated by the Agreement; (ii) the Court does not enter a Final Approval Order and
8 Judgment, as contemplated by the Settlement, which becomes final as a result of the occurrence
9 of the Effective Date (as that term is defined by the Settlement) or (iii) the Settlement does not
10 become final for any other reason, the Settlement and any related Class shall be null and void and
11 any order or judgment entered by this Court in furtherance of the Settlement shall be deemed as
12 void from the beginning. In such a case, the Parties and any funds to be awarded under this
13 Settlement shall be returned to their respective statuses as of the date and time immediately prior
14 to the execution of the Settlement, and the Parties shall proceed in all respects as if no Class had
15 been certified and the Settlement Agreement had not been executed.

16 20. Neither the Settlement, preliminary approved or not, nor any exhibit, document, or
17 instrument delivered hereunder, nor any statement, transaction or proceeding in connection with
18 the negotiation, execution or implementation of the Settlement, shall be admissible in evidence
19 for any reason, except as provided in the Settlement or to enforce the releases contained therein.
20 The Court has made no findings on the merits and Defendant has denied the allegations in the
21 operative complaint.

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23 DATED: _____

HON. [REDACTED]
SUPERIOR COURT JUDGE

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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. [REDACTED]

**[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 \$ [REDACTED] 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 \$ [REDACTED] 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 \$ [REDACTED] 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 based upon, arising out of, or relating to the facts or allegations set
20 forth in any complaint in the Action, which occurred during the Class Period, including but not
21 limited to claims for rest periods; meal periods; overtime wages; calculation of the regular rate
22 and/or overtime/double time pay; timeliness of wages; payment of wages at separation of
23 employment; waiting time penalties; stipends, per diems, or other expense reimbursements;
24 itemized wage statements and/or accuracy of wage statements; unfair competition; any unpaid
25 wages, compensation, or premiums related to any or all of the foregoing claims; restitution for
26 any or all of the foregoing claims; any penalties, including statutory and civil penalties, related to
27 any or all of the foregoing claims; attorneys' fees or costs related to any or all of the foregoing
28 claims; interest related to any or all of the foregoing claims; and/or any other damages or amounts

1 related to any or all of the foregoing claims. The release in this paragraph expressly excludes the
2 Released PAGA Claims, which are released in Paragraph 14 of this Order below.

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

19 15. The Court finds and determines that payment to the California Labor & Workforce
20 Development Agency of \$_____, as its share of the settlement of civil penalties under the
21 California Private Attorneys General Act, Labor Code 2698, *et seq.*, is fair, appropriate, and
22 reasonable. The court hereby finally approves said payment and orders that payment be made per
23 the terms of the Settlement.

24 16. The Court bars and permanently enjoins Plaintiffs and the Participating Class
25 Members from asserting, initiating or prosecuting, directly or indirectly, any of the Released
26 Class Claims, that any Participating Class Member has, had, or may have, to the extent provided
27 in the Settlement.
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1 17. Pursuant to the terms of the Agreement, Plaintiffs make additional general releases
2 of Plaintiffs' Released Claims as defined in the Agreement.

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

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

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

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

26 21. The Parties entered into the Settlement solely for the purpose of compromising and
27 settling disputed claims. Defendant in no way admits any violation of law or any liability
28 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

1 wrongdoing by any party.

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

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

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

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

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15 DATED: _____

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17 HON. [REDACTED]
18 SUPERIOR COURT JUDGE
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