

FILED
KERN COUNTY SUPERIOR COURT
12/06/2022
BY Urena, Veronica
DEPUTY

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. BCV-22-101158

*Case Assigned for All Purposes to
Honorable Bernard C. Barmann, Division H*

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

1 On December 6, 2022, a hearing was held on Plaintiffs Cedar Knebel and Susan Tidwell's
2 ("Plaintiffs") Unopposed Motion for Final Approval of Class and Representative Action
3 Settlement. Shakouri Law Firm appeared for Plaintiffs and Kronick, Moskovitz, Tiedemann &
4 Girard appeared for Defendant NuWest Group Holdings, LLC ("Defendant").

5 The Parties have submitted their Class and Representative Action Settlement Agreement
6 (the "Agreement" or "Settlement"), which this Court preliminarily approved on August 3, 2022
7 (the "Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class
8 Members have been given adequate notice of the terms of the Settlement and the opportunity to
9 object to it or to 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.

17 2. The Class is defined as all of Defendant NuWest Group Holdings, LLC's non-
18 exempt healthcare workers who were assigned to work at any facility inside California from March
19 25, 2017 to May 21, 2022 (the "Class Period"). The Class, which was conditionally certified on
20 August 3, 2022 by this Court, is hereby certified under California Code of Civil Procedure Section
21 382 for purposes of settlement only.

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

24 4. "PAGA Members" is defined all of Defendant NuWest Group Holdings, LLC's
25 non-exempt healthcare workers who were assigned to work at any facility inside California from
26 March 23, 2020 to May 21, 2022 ("PAGA Period").

27 5. Pursuant to the Preliminary Approval Order, the Notice of Proposed Class and
28 Representative Action Settlement ("Class Notice") was sent to each Class Member by first-class

1 mail. The Class Notice informed Class Members of the terms of the Settlement, their right to
2 receive a Settlement Share, their right to comment on or object to the Settlement and/or the
3 attorneys' fees and costs, their right to elect not to participate in the Settlement and pursue their
4 own remedies, and their right to appear in person and/or by counsel at the Final Approval Hearing
5 and be heard regarding approval of the Settlement. Adequate periods of time were provided by
6 each of these procedures.

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

13 7. For the reasons stated in the Preliminary Approval Order, the Court finds and
14 determines that the terms of the Settlement are fair, reasonable and adequate to the Class and to
15 each Class Member and that the Participating Class Members (defined as any Class Member who
16 does not submit a valid and timely Election Not to Participate in Settlement) will be bound by the
17 Settlement, that the Settlement is ordered finally approved, and that all terms and provisions of the
18 Settlement should be and hereby are ordered to be consummated.¹

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

26 9. The Court finds and determines that the Administration Expenses for
27

28 ¹ Angela Hamilton and Jennifer Bastien have requested and hereby are expressly excluded from this Judgment as Non-Participating Class Members.

1 administrating the Settlement, in the amount of \$20,000, are fair and reasonable. The Court hereby
2 grants final approval to and orders that the payment of that amount be paid out of the Gross
3 Settlement Amount to the Settlement Administrator in accordance with the Agreement.

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

7 11. The Court further finds and determines that the request by Class Counsel for 35%
8 of the Gross Settlement Amount as Attorneys' Fees is fair and reasonable and hereby orders that
9 \$1,751,006.25 be paid to Shakouri Law Firm out of the Gross Settlement Amount.

10 12. The Court also finds and determines that the request by Class Counsel for
11 Attorneys' Expenses is fair and reasonable and hereby orders that \$15,752 be paid to Shakouri Law
12 Firm out of the Gross Settlement Amount.

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

1 compensation, or premiums related to any or all of the foregoing claims; restitution for any or all of
2 the foregoing claims; any penalties, including statutory and civil penalties, related to any or all of
3 the foregoing claims; attorneys' fees or costs related to any or all of the foregoing claims; interest
4 related to any or all of the foregoing claims; and/or any other damages or amounts related to any or
5 all of the foregoing claims. The release in this paragraph expressly excludes the Released PAGA
6 Claims, which are released in Paragraph 14 of this Order below.

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

23 15. The Court finds and determines that payment to the California Labor & Workforce
24 Development Agency of \$75,000, as its share of the settlement of civil penalties under the
25 California Private Attorneys General Act, Labor Code section 2698, *et seq.*, is fair, appropriate, and
26 reasonable. The Court hereby finally approves said payment and orders that payment be made per
27 the terms of the Settlement.
28

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

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

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

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

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

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

28 21. The Parties entered into the Settlement solely for the purpose of compromising and

1 settling disputed claims. Defendant in no way admits any violation of law or any liability
2 whatsoever to Plaintiffs and the Class, individually or collectively, all such liability being expressly
3 denied by Defendant. Neither this Order, nor the Agreement upon which it is based are a finding of
4 the validity or invalidity of any claims in this Action or a determination of any wrongdoing by any
5 party.

6 22. By means of this Final Approval Order, this Court hereby enters Final Judgment in
7 this Action as follows: Plaintiffs Cedar Knebel and Susan Tidwell and the Participating Class
8 Members shall take nothing from Defendant or Released Parties except as set forth in the
9 Settlement and this Order.

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

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

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

17
18 DATED: Signed: 12/6/2022 09:04 AM
19 _____



HON. BERNARD C. BARMANN
SUPERIOR COURT JUDGE