

The Honorable Ricardo S. Martinez

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

ANGELA HAMILTON, DANA MCDERMOTT,  
MELANIE CREEL, SHAMILA HASHIMI,  
QUINTARA HICKS, KIANA HOWELL, LISA  
LAZZARA, ALICIA MILLER, SUSIE SCOTT,  
TERRI SEASTROM, TAYLOR SMITH, AND  
SARA WOOD, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

NUWEST GROUP HOLDINGS, LLC,

Defendant.

Case No. 2:22-cv-01117 RSM

**DECLARATION OF ALEXANDER  
T. RICKE IN SUPPORT OF  
PLAINTIFFS' UNOPPOSED  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS AND  
COLLECTIVE ACTION  
SETTLEMENT AND TO DIRECT  
CLASS NOTICE**

NOTE ON MOTION CALENDAR:  
January 3, 2025

1 I, Alexander T. Ricke, declare as follows:

2 1. I am an attorney and partner in the law firm Stueve Siegel Hanson LLP based in  
3 Kansas City, Missouri. Since this case's inception, I have been one of the lead lawyers (along  
4 with my co-counsel at Tousley Brian Stephens PLLC), representing the Plaintiffs in this case. I  
5 make these statements based on personal knowledge and would so testify if called to do so.

6 2. This Declaration is submitted in support of Plaintiffs' Unopposed Motion for  
7 Preliminary Approval of Class and Collective Action Settlement and to Direct Class Notice.  
8

9 3. I attach to this Declaration the following documents:

10 a. Exhibit 1 – Settlement Agreement

11 i. Exhibit 1 to the Settlement Agreement – Class and Collective Notice

12 ii. Exhibit 2 to the Settlement Agreement – Mid-Contract Rate Reduction  
13 Class Notice

14 iii. Exhibit 3 to the Settlement Agreement – Claim Form  
15

16 **Qualifications of Counsel to Opine on the Reasonableness of the Settlement**

17 4. Stueve Siegel Hanson LLP practices almost exclusively in complex litigation in  
18 state and federal courts across the country. The firm has approximately 30 attorneys who work  
19 from our Kansas City, Missouri offices. The firm handles large-scale, high-stakes litigation  
20 usually on a fully contingent basis.

21 5. Since 2022, the firm has increased its focus on the travel nurse staffing industry  
22 and the wage and hour violations occurring in that space. This case is part of a broader practice  
23 by the firm's lawyers to rectify wage and hour issues in the industry.  
24

25 6. Stueve Siegel Hanson began representing travel nurses in 2022 for what we refer  
26 to as the "bait-and-switch" mid-contract rate reduction and cancellation practice (a common

1 practice that is likewise at issue in this case), which has been reported on by national media.<sup>1</sup> The  
 2 firm has also prosecuted overtime claims on behalf of travel nurses related to staffing companies'  
 3 failure to include the value of stipends (allegedly expense reimbursement) in the regular rate of  
 4 pay for overtime (also at issue in this case). The Plaintiffs in this case and travel nurses around  
 5 the country allege that the stipends functioned as wages, not expense reimbursement, and thus  
 6 should have been included in the regular rate. For example, the firm currently represents many  
 7 thousands of travel nurses as part of certified collective actions across the country. *See, e.g., Egan*  
 8 *v. Fastaff, LLC*, Case No. 1:22-cv-03364, Doc. 42 (D. Colo. Oct. 19, 2023) (granting conditional  
 9 collective certification of travel nurse overtime claims).

11 7. In connection with Plaintiffs' forthcoming motion for an award of attorney fees,  
 12 expenses, and service awards, Plaintiffs will provide the Court with the qualifications of each  
 13 lawyer and professional staff person at Stueve Siegel Hanson who worked on this matter. But, at  
 14 this juncture, I submit my qualifications to opine on the fairness, reasonableness, and adequacy  
 15 of the settlement because I was the principal lawyer at the firm responsible for the litigation.

17 8. I am a 2012 graduate of the University of Missouri School of Law and a 2009  
 18 graduate of the University of Missouri School of Journalism. I joined Stueve Siegel Hanson in  
 19 2016 as an associate after working for several years as an associate at another Kansas City firm  
 20 focused on complex litigation. I joined Stueve Siegel Hanson's partnership in January 2023.  
 21 During my tenure at the firm, I have taken lead roles in some of the firm's most challenging  
 22 cases. I have been recognized as a Missouri & Kansas SuperLawyers Rising Star every year since  
 23 2016 and was recently recognized by Chambers USA Guide 2024 in Band 2: Labor &

25 \_\_\_\_\_  
 26 <sup>1</sup> Valerie Bauman, *Travel Nurses Suing Agencies Say Their Pay Was Slashed in 'Bait and Switch'*, Newsweek (Sept. 25, 2022), <https://www.newsweek.com/2022/09/30/travel-nurse-pay-slashedbait-switch-1745821.html>.

1 Employment: Mainly Plaintiffs.

2 9. Named one of Law360's Rising Stars for Employment in 2022 honoring top legal  
3 talent under the age of 40, I have served as lead counsel in scores of wage and hour class and  
4 collective actions recovering more than \$100 million for workers in various fields.

5 10. Since 2016, I have served as lead counsel prosecuting minimum wage, tip credit,  
6 wage deduction, and overtime claims on behalf of low wage earning casino workers. Recoveries  
7 in these cases now exceed \$70 million with more matters currently pending. A selection of these  
8 results include:  
9

10 a. *Maldonado v. MGM Resorts International*, No. 1:20-cv-05599 (D.N.J.)  
11 (recovering \$12.5 million for a class of casino workers asserting tip credit  
12 violations);

13 b. *Stewart v. Rush Street Gaming, LLC*, No. 1:20-cv-02566 (N.D. Ill) (recovering  
14 more than \$9.8 million for a collective of minimum wage casino workers asserting  
15 tip credit and minimum wage violations);

16 c. *Lockett v. Pinnacle Entertainment, Inc.*, No. 4:19-cv-00358 (W.D. Mo.) (\$6.25  
17 million for certified class and collective settlement for tip pooling and wage  
18 deduction violations);

19 d. *Bartakovits v. Wind Creek Bethlehem, LLC*, No. 5:20-cv-01602 (E.D. Pa.) (\$6  
20 million class settlement for tip credit and wage deduction violations);

21 e. *Brown v. Rush Street Gaming, LLC*, No. 1:22-cv-00392 (N.D.N.Y.) (\$5.5 million  
22 class settlement for tip credit and wage statement claims);  
23  
24  
25  
26

- f. *Lipari-Williams v. Missouri Gaming Co.*, No. 5:20-cv-06067 (W.D. Mo.) (\$5.5 million for certified class and collective settlement for ERISA, tip pooling, and wage deduction violations);
- g. *Day v. PPE Casino Resort Maryland LLC*, No. 1:20-cv-01120 (D. Md.) (\$3.05 million class and collective settlement for casino workers asserting tip credit and wage deduction claims);
- h. *James v. Boyd Gaming Corp.*, No. 2:19-cv-02260 (D. Kan.) (total settlement value of \$2.3 million for certified collectives of casino workers asserting tip credit and tip pooling violations, including separate payment of attorneys' fees);
- i. *Prime v. JACK Cleveland Casino, LLC*, No. 1:23-cv-02216 (N.D. Ohio) (\$2.2 million settlement for a collective of casino workers asserting tip credit claims);
- j. *Adams v. Aztar Indiana Gaming Co.*, No. 3:20-cv-00143 (S.D. Ind.) (\$2.1 million settlement for certified class and collective asserting minimum wage violations);
- k. *MacMann v. Tropicana St. Louis, LLC*, No. 4:19-cv-00404 (E.D. Mo.) (recovering total settlement value of \$1.3 million for certified classes and collectives of casino workers asserting tip credit, overtime, timeclock rounding, and wage deduction claims, including separate payment of attorneys' fees).
- l. *Rosa v. Tropicana Atlantic City Corp.*, No. 1:20-cv-06969-CPO (D.N.J.) (recovering total settlement value of \$1,097,500 for a certified collective of approximately 200 tipped casino workers, including separate payment of attorneys' fees.)

11. In addition to my wage and hour work, I have litigated complex commercial, product liability, and privacy matters to successful conclusions. For example, in 2022, I (along

1 with my partners) secured a settlement on the eve of trial for a certified class of Missouri  
 2 governmental entities valued at \$56 million that provided for the removal and replacement of  
 3 what the class alleged were dangerous and defective guardrail end terminals throughout the State  
 4 of Missouri. This case received significant media attention because it was, to my knowledge, the  
 5 first successful resolution of non-personal injury claim against Trinity for the cost of removing  
 6 and replacing these devices.<sup>2</sup> The settlement was recognized as a top three settlement in the State  
 7 of Missouri in 2022.<sup>3</sup>

9 12. In addition, Stueve Siegel Hanson is one of the few firms to have tried numerous  
 10 class and collective actions to a jury. In the wage and hour context, Stueve Siegel Hanson lawyers  
 11 tried a class and collective action on behalf of meat packers at a Tyson plant for unpaid time  
 12 spent “donning and doffing” required clothing and equipment. After the jury returned a verdict  
 13 for the workers, Judge Marten (Ret.) of the District of Kansas observed of the wage and hour  
 14 lawyers at Stueve Siegel Hanson that “it appears that plaintiffs’ counsel’s experience in wage  
 15 hour class actions has unmatched depth.” *Garcia v. Tyson Foods, Inc.*, 2012 WL 5985561, at \*4  
 16 (D. Kan. Nov. 29, 2012), *aff’d*, 770 F.3d 1300 (10th Cir. 2014).

18 13. In recent years, Stueve Siegel Hanson lawyers have tried other class actions  
 19 resulting in seven, eight, and nine-figure verdicts. In June 2017, Stueve Siegel Hanson, as MDL  
 20 co-lead counsel, tried a bellwether class action in *In re: Syngenta AG MIR162 Corn Litigation*,  
 21 No. 14-MD-2591-JWL (D. Kan.), and secured a verdict of \$217,700,000 on behalf of Kansas  
 22

24 <sup>2</sup> Nate Raymond, *Trinity Industries Reaches Settlement Worth \$56 Million in Missouri*  
 25 *Guardrail Case*, Reuters (June 1, 2022), <https://www.reuters.com/legal/government/trinity-industries-reachessettlement-worth-56-million-missouri-guardrail-case-2022-05-31/>.

26 <sup>3</sup> Staff Report, *Missouri Lawyers Media Top V&S Winners of 2022 Announced* (Jan. 10, 2023), <https://molawyersmedia.com/2023/01/10/missouri-lawyers-media-top-vs-winners-of-2022-announced/>.

1 corn farmers, which was ultimately resolved as part of a nationwide settlement. In 2018, the firm  
 2 tried and secured a \$34,000,000 class action verdict on behalf of approximately 24,000 State  
 3 Farm life insurance policy holders in *Vogt v. State Farm Life Insurance Co.*, No. 16:4170-CV-  
 4 C-NKL (W.D. Mo.), which was affirmed on appeal by the Eighth Circuit. *Vogt v. State Farm*  
 5 *Life Ins. Co.*, 963 F.3d 753 (8th Cir. 2020), *cert. denied*, 141 S. Ct. 2551 (2021). In December  
 6 2022, Stueve Siegel Hanson lawyers secured a \$28,360,000 verdict on behalf of a Missouri class  
 7 of Kansas City Life Insurance policy holders in, which was affirmed on appeal. *Karr v. Kansas*  
 8 *City Life Ins. Co.*, 2024 WL 4280503 (Mo. Ct. App. Sept. 24, 2024), *reh'g and/or transfer denied*  
 9 (Oct. 29, 2024). In 2023, the firm tried another class action on behalf of Missouri policy holders  
 10 against Kansas City Life Insurance Company and recovered a verdict over \$4,000,000 in *Sheldon*  
 11 *v. Kansas City Life Insurance Co.*, No. 1916-cv-26689, in the Circuit Court of Jackson County,  
 12 Missouri. The firm's significant experience litigating class and collective actions through trial  
 13 and appeal informs my view that this case is a fair, reasonable, and adequate recovery under the  
 14 circumstances and for the reasons explained below.

### 17 **The Nature of the Claims**

18 14. Plaintiffs are travel nurses who worked for NuWest doing short-term assignments  
 19 at hospitals around the country. Each of the causes of action in the operative Second Amended  
 20 Complaint is premised on one of two theories of liability.

21 15. The first set of claims are the overtime claims. Plaintiffs assert that NuWest  
 22 categorizes significant portions of its travel employees' compensation as "stipends" (*i.e.*, expense  
 23 reimbursement) and then excludes the value of those stipends from their "regular rate" of pay  
 24 when compensating their overtime hours. Plaintiffs argued that NuWest's former practice of  
 25 tying stipends to the quantity of work meant these were wages that must be included in the regular  
 26

1 rate. *See, e.g., Clarke v. AMN Servs., LLC*, 987 F.3d 848, 857 (9th Cir. 2021), *cert. denied*, 142  
 2 S. Ct. 710 (2021) (reversing summary judgment for healthcare staffing company and directing  
 3 that judgment be entered for the travel nurses because “the deductions connect the amount paid  
 4 to the hours worked while still away from home, thereby functioning as work compensation  
 5 rather than expense reimbursement.”). NuWest admits it tied stipends to the quantity of work  
 6 until, in mid-2022, it modified its employment contracts and altered its systems to cease this  
 7 practice. *See* NuWest’s Opp. to Pls.’ Mot. for Conditional Collective Certification, ECF No. 43  
 8 at 3–4 (explaining that, by June 2022, it had stopped conditioning receipt of stipends on the  
 9 quantity of work performed).

11 16. The second set of claims are the mid-contract rate reduction claims. Plaintiffs  
 12 assert that NuWest engaged in a pattern and practice of offering travel nurses fixed-term contracts  
 13 at a set rate of pay and, once the nurse traveled across the country for the assignment, NuWest  
 14 offered the nurse a take-it-or-leave-it demand to accept less pay or be terminated. *See* Compl.,  
 15 ECF No. 123 at ¶¶ 23–88 (alleging each Plaintiff’s experience with NuWest’s mid-contract rate  
 16 reduction practice). Plaintiffs assert this theory of liability under various state wage statutes and  
 17 state common law. *See generally* Compl., ECF No. 123. A key allegation in the mid-contract rate  
 18 reduction claims was that NuWest concealed from these workers that it had engaged in a pattern  
 19 and practice of reducing rates and that it was likely to occur to these nurses. *Id.* In or around mid-  
 20 2022, NuWest added language to its employment contracts with travel nurses advising that these  
 21 types of rate reductions could occur during an assignment

### 24 **The Relevant Procedural History of the Litigation and Settlement Negotiations**

25 17. During the opt-in period, the parties met and conferred on the schedule, discovery,  
 26 and other items required by Rule 26(f). In May 2023, Plaintiffs served their first sets of written



1 discovery on NuWest. These discovery requests and subsequent responses and objections  
2 resulted in a significant meet and confer process that lasted several months. During this period,  
3 NuWest also served written discovery requests on the Plaintiffs, to which Plaintiffs and  
4 responded, and which were ultimately folded into the meet and confer process. During the meet  
5 and confer process and at the conclusion of the opt-in period, the parties determined that  
6 settlement discussions would be appropriate prior to engaging in Phase II of discovery. Plaintiffs  
7 then filed a stipulated Second Amended Complaint that added new Plaintiffs who worked in  
8 additional states so that the parties could have a full view of potential exposure in advance of  
9 mediation. ECF Nos. 121–23.

11 18. Plaintiffs' counsel sent NuWest a comprehensive data and document request for  
12 purposes of mediation. This exchange of information took months. The parties ultimately agreed  
13 to mediate with Lynn P. Cohn of Northwestern Pritzker School of Law on February 6, 2024 in  
14 Chicago. The parties provided the mediator with a thorough analysis of the law and facts in  
15 advance of the mediation. Although progress was made at the mediation, the case did not settle.  
16 The parties agreed to further exchange of information and ultimately set a second in-person  
17 mediation in Chicago with Ms. Cohn on July 9, 2024. Again, although substantial progress was  
18 made, the case did not settle at mediation. Finally, after countless calls and communications  
19 among counsel and with the mediator, the parties signed a term sheet to resolve this case on a  
20 class and collective basis on August 27, 2024.

22 **The Settlement is Fair, Reasonable, and Adequate.**

23  
24 19. I respectfully submit that the \$4,400,000 settlement embodied in the Settlement  
25 Agreement is a meaningful recovery for class and collective members that should be approved  
26 as fair, reasonable, and adequate. This Declaration summarizes what I consider to be the key

1 aspects of the Settlement Agreement that make it in the best interests of the class and collective  
2 members. The complete Settlement Agreement is attached as **Exhibit 1**. The Settlement  
3 Agreement is the only agreement between the parties.

4         20. The settlement fund will be used to pay (1) settlement payments to all FLSA  
5 Collective Members and payments to Mid-Contract Rate Reduction Class Members who submit  
6 claims; (2) a service award of up to \$5,000 to each of the 12 Named Plaintiffs (totaling no more  
7 than \$60,000); (3) Plaintiff's counsel's attorney's fees, which will not exceed one-third of the  
8 fund; (4) Plaintiffs' counsel's reasonable litigation expenses, which Plaintiffs do not believe will  
9 exceed \$100,000; (5) the cost of notice and settlement administration (which Plaintiffs' counsel  
10 estimates will not exceed \$100,000). The net settlement fund is thus estimated to be at least \$2.67  
11 million.  
12

13         21. The net settlement fund is allocated 85% to the FLSA Collective and 15% to the  
14 Mid-Contract Rate Reduction Class. Based on Plaintiffs' counsel's damages analysis—created  
15 using complete wage data for the overtime claims and a sampling and exhaustive manual review  
16 of wage documents for the mid-contract rate reduction claims—showed that various levels of  
17 exposure for NuWest depending on the assumptions made. For the following reasons, Plaintiffs'  
18 counsel believe, based on their experience and their work on this case, that the allocation of the  
19 fund is fair, reasonable, and adequate.  
20

21         22. For example, if the damages on the overtime claims were cut-off in mid-2022  
22 (*i.e.*, crediting NuWest's alleged "de-coupling" of stipends and hours worked), Plaintiffs' counsel  
23 calculated NuWest's exposure for unpaid overtime and liquidated damages under the FLSA as  
24 \$3.63 million. In Plaintiffs' counsel's view, these damages are very strong under the Ninth  
25 Circuit's *Clarke* decision. That said, although less certain, the damages on the FLSA claims could  
26

1 be much higher if Plaintiffs' other theories of liability were successful (*e.g.*, Plaintiffs alleged  
2 that NuWest's practice of cutting stipends mid-contract showed that these stipends actually  
3 functioned as wages and not as expense reimbursement). Even after deduction of all fees and  
4 expenses, the allocation to the FLSA Collective Members represents more than what they were  
5 underpaid for overtime prior to the "de-coupling" of stipends and hours worked. The *per capita*  
6 settlement payments are estimated to be approximately \$980 *after* deduction of all fees and  
7 expenses (assuming the Court awards the amounts requested).  
8

9       23. With respect to the mid-contract rate reduction claims, damages were less certain  
10 and varied considerably based on certain legal and factual issues. NuWest provided  
11 comprehensive documentary and wage information on a ten percent sample of the FLSA opt-ins,  
12 which was used to extrapolate for a Rule 23 nationwide class. The thrust of the sample analysis  
13 was to determine the frequency of mid-contract rate reductions and to determine the average  
14 amount lost as wages.  
15

16       24. NuWest initially provided a summary of the assignment agreements or contracts  
17 signed by each nurse. Plaintiffs' counsel cross-referenced the summary with each nurse's pay  
18 data to identify and calculate the potential damages for all apparent mid-contract rate reductions.  
19 This analysis was based on the face of the data and the summary—irrespective of the potential  
20 rationales for rate reductions. This analysis resulted in the above-referenced maximum potential  
21 exposure of \$12,140,343. NuWest then provided a contract overlay for each nurse in the sample  
22 identified as having potentially experienced a mid-contract rate reduction. Following manual  
23 review of the contracts, the maximum potential exposure was revised down to approximately  
24 \$5.4 million. The contract overlay indicated that certain mid-contract rate reductions from the  
25 initial analysis were, for example, rate reductions occurring between contracts or as part of  
26

1 contract negotiations—not fraudulent or improper reductions occurring in the middle of a nurse’s  
2 assignment. NuWest contested the revised estimate, contending that its maximum exposure was  
3 closer to \$1 million. NuWest argued that it could explain most of the remaining mid-contract rate  
4 reductions, claiming, for example, certain mid-contract rate reductions were in fact the byproduct  
5 of a nurse agreeing to extend their assignments at a lower rate. The parties did not resolve their  
6 differences on this issue, and this damages estimate was contested on both sides at the multiple  
7 mediations.  
8

9         25. Considering the totality of the circumstances, the spread of the most likely  
10 recoverable damages between the FLSA Collective and the Mid-Contract Rate Reduction Class,  
11 and the strength of the two claims, Plaintiffs’ counsel believes the 85% to 15% allocation of the  
12 net settlement fund is equitable and appropriate.

13         26. Other aspects of the settlement support that it is fair, reasonable, and adequate.  
14 For FLSA Collective Members, their damages are easily identifiable from NuWest’s wage data.  
15 As a result, these workers will receive their settlement payments for overtime claims without the  
16 need to complete a claim form. And those settlement payments will be allocated FLSA  
17 Collective Members based on the *pro rata* overtime damages.  
18

19         27. With respect to the Mid-Contract Rate Reduction Class, those individuals will be  
20 able to submit a Claim Form to be compensated for their lost wages to due to a mid-contract rate  
21 reduction. 90% of that the Mid-Contract Rate Reduction Class allocation will be distributed *pro*  
22 *rata* to those class members who complete a Claim Form and submit documentation supporting  
23 their claim. The remaining 10% will be allocated to class members who complete a Claim Form  
24 and simply attest to experiencing a Mid-Contract Rate Reduction.  
25  
26

1           28. In exchange for these payments, FLSA Collective Members will release all claims  
2 that were or could have been asserted based on the facts alleged in the Complaint (*i.e.*, both  
3 overtime and mid-contract rate reduction claims) while Mid-Contract Rate Reduction Class  
4 Members will release only those same claims premised on a mid-contract rate reduction  
5 allegations (*i.e.*, they will not release overtime claims unrelated to those allegations).

6           29. Based on my experience, I believe that the Settlement Agreement represents a  
7 strong recovery for class and collective members when weighed against the risks of proceeding  
8 with litigation through trial and appeal. Although I believe strongly in the merits of the Plaintiffs'  
9 claims, they were not without uncertainty. As explained in Plaintiffs' Unopposed Motion for  
10 Preliminary Approval, in another matter brought by Plaintiffs' counsel, common-law claims  
11 similar to those alleged here survived a motion to dismiss, but only in part. That uncertainty  
12 favors settlement. Moreover, although NuWest did tie the payment of stipends to the quantity of  
13 work performed (for a portion of the relevant period), there were factual disputes between the  
14 parties about other factors relevant in *Clarke*, like the banking of hours system, whether the  
15 stipends reasonably approximated expenses, and how NuWest treated stipends for non-traveling  
16 nurses. *See Clarke*, 987 F.3d 848, 858. Although, in Plaintiffs' view, the most important factor  
17 is the tying of stipends to the quantity of work, factual and legal uncertainty remained on the  
18 other factors. Finally, in all class and collective action cases, there is also the time-value of money  
19 and the standard risks attendant to discovery, certification, dispositive motions, trial, and appeal.  
20 When those risks and delays are considered alongside the uncertainty class members faced both  
21 procedurally and substantively, the benefits of this \$4,400,000 settlement weigh strongly in favor  
22 of settlement approval  
23  
24  
25  
26



# **Exhibit 1**

## **Settlement Agreement and Release**

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this “Agreement”) is entered into by, and between, Angela Hamilton, Dana McDermott, Melanie Creel, Shamila Hashimi, Quintara Hicks, Kiana Howell, Lisa Lazarra, Alicia Miller, Susie Scott, Terri Seastrom, Taylor Smith, and Sara Wood (the “Named Plaintiffs”) and NuWest Group Holdings, LLC (“NuWest”). The Plaintiffs and NuWest are collectively referred to in this Agreement as the “Parties.”

WHEREAS, on December 15, 2023, the Named Plaintiffs filed the operative Complaint in the civil lawsuit in the United States District Court for the Western District of Washington captioned *Angela Hamilton, Dana McDermott, Melanie Creel, Shamila Hashimi, Quintara Hicks, Kiana Howell, Lisa Lazarra, Alicia Miller, Susie Scott, Terri Seastrom, Taylor Smith, and Sara Wood, individually and on behalf of others similarly situated v. NuWest Group Holdings, LLC*, and docketed as Case No. 2:22-cv-01117-RSM (the “Litigation”), alleging various claims arising primarily from two legal theories: (1) that NuWest violated 29 U.S.C. § 201, *et seq.*, the Fair Labor Standards Act (the “FLSA”) by failing to include all forms of remuneration in the “regular rate” of pay calculation (the “FLSA Collective Action”); and (2) common law contract, quasi contract, and tort claims for class-wide relief upon NuWest's alleged practice of offering employees fixed-term assignments at a guaranteed rate of pay and, only after the employee accepted the assignment and incurred expenses necessary to begin the assignment (*e.g.*, travel, housing, etc.), NuWest is alleged to have made demands to employees to accept less or be terminated (the “Mid-Contract Rate Reduction Class Action”).

WHEREAS, NuWest has denied, and continues denying, it violated any federal, state, or local laws, breached any duty, failed to pay any employees as required by the FLSA or the various state laws, engaged in any misrepresentation, or otherwise engaged in unlawful conduct, with respect to any of its employees, including, but not limited to, the allegations the Named Plaintiffs raised, or could have raised, in the Litigation;

WHEREAS, the Parties engaged in mediation facilitated by Lynn Cohn, Co-Director of the Center on Negotiation, Mediation, and Restorative Justice at the Northwestern University Pritzker School of Law; in order to facilitate a productive mediation, the Parties engaged in extensive informal discovery, including, but not limited to, exchanging the data, documents, and information specifically requested by Class Counsel in order to evaluate Parties' respective claims and defenses, as well as to assess potential settlement structures.

WHEREAS, the Parties intend to avoid incurring further burdens, expenses, costs, and risks, associated with the Litigation and seek to resolve, in an amicable fashion, the Litigation, as well as any claims that were, or could have been, asserted based on the facts alleged in the operative Complaint; and

WHEREAS, Class Counsel has analyzed and evaluated the merits of the claims made against NuWest, as well as the impact of this Agreement on Named Plaintiffs and the Settlement Class Members, and, have concluded that, weighing the risks of proceeding absent settlement against the risks of proceeding with the Litigation, this Agreement represents a fair, reasonable, and adequate settlement for Settlement Class Members.



NOW THEREFORE, in consideration of the mutual covenants and promises set forth in the Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of the Litigation on the following terms and conditions:

## **1. DEFINITIONS.**

The defined terms set forth in this Agreement have the meanings ascribed to them below.

### **1.1. Affected Class Member.**

Affected Class Members are Mid-Contract Rate Reduction Class Members (defined below) who do not timely and properly follow the procedure specified in the Class Notice approved by the Court to validly “opt out” of the Settlement, and who do not submit a valid Claim Form, attached hereto as Exhibit 3 (and which will accompany the Class Notice).

### **1.2. Claim Form.**

Claim Form shall refer to the claim form a Mid-Contract Rate Reduction Class Member must sign and return to the Settlement Administrator to receive a Settlement Check and become a Qualified Class Member, attached as Exhibit 3 (and which will accompany the Class Notice).

### **1.3. Class Counsel.**

Class Counsel shall mean Alexander T. Ricke and J. Austin Moore of the law firm Stueve Siegel Hanson LLP and Kaleigh Boyd of Tousley Brain Stephens PLLC.

### **1.4. Settlement Class Member.**

Settlement Class Member shall mean all FLSA Collective Members and all Mid-Contract Rate Reduction Class Members, as defined below, during the Class Period, as defined below.

### **1.5. Class Notice.**

Class Notice refers collectively to two Court-approved notice documents being sent to Settlement Class Members in this Litigation. The Class and Collective Action Notice will be sent only to those who are FLSA Collective Members and will include language regarding filing a claim on the Mid-Contract Rate Reduction Class. The Class and Collective Action Notice is attached hereto as Exhibit 1. The Mid-Contract Rate Reduction Class Notice will be sent to Mid-Contract Rate Reduction Class Members who are not also FLSA Collective Members. The Mid-Contract Rate Reduction Class Notice is attached hereto as Exhibit 2.

### **1.6. Class Period.**

Class Period refers to the period between January 1, 2020 and the date this Agreement is executed for Mid-Contract Rate Reduction Class Members employed by NuWest, and the date this Agreement is executed for FLSA Collective Members.

### **1.7. Court.**

Court shall mean the United States District Court for the Western District of Washington.

**1.8. NuWest's Counsel.**

NuWest's Counsel shall mean Christopher Onstott of the law firm Kronick, Moskowitz, Tiedemann & Girard and Pat Hulla of Ogletree, Deakins, Nash, Smoak, and Steward, P.C.. For purposes of providing any notices required under this Agreement, NuWest's Counsel shall refer to Christopher Onstott.

**1.9. Effective Date.**

The Effective Date is the date when this Agreement becomes effective, which shall mean the later of: (1) 30 days following the Court's Order granting Final Approval of the Settlement, if no appeal is taken from the Final Approval Order; (2) the expiration of any deadline for any appeal from the Court's Order granting Final Approval; or (3) 30 days after the Court's entry of a final order and judgment after resolving any and all appeals.

**1.10. Fairness Hearing.**

Fairness Hearing means a hearing before the Court relating to a Motion for Final Approval.

**1.11. Final Approval.**

Final Approval means the Settlement has been fully and finally approved by the Court and either: (1) upon timely appeals, the relevant court of appeals has declined to consider, affirmed, or otherwise approved the Court's Final Approval and the applicable date for seeking further appellate review has passed; or (2) the applicable date for seeking appellate review of the Court's Final Approval of the Settlement has passed without timely appeal.

**1.12. Final Approval Order.**

Final Approval Order means the Order entered by the Court after the Fairness Hearing approving the material terms and conditions of this Agreement and distribution of the Settlement Checks and Service Award, the Court entering judgment and dismissing the Litigation.

**1.13. FLSA Claims.**

FLSA Claims shall refer to all claims that were, or could have been, asserted based on the facts alleged in the operative Complaint, including back wages, liquidated damages, attorneys' fees, costs, expenses, interest, settlement administrator costs, service awards, penalties, and any other monetary claims related to the payment of wages.

**1.14. FLSA Collective Members.**

FLSA Collective Members means the 2,321 individuals who opted into the Litigation by filing in the Litigation a Consent to Join Form.

**1.15. Net Settlement Amount.**

Net Settlement Amount means the Settlement Amount to be paid by NuWest pursuant to this Agreement less deductions for: (1) the Settlement Administrator's fees and costs; (2) Court-

approved attorney's fees and costs for Class Counsel; and (3) Court-approved Service Award to the Named Plaintiffs; and (4) a modest reserve fund.

**1.16. Non-participating Class Member.**

Non-Participating Class Member means a Mid-Contract Rate Reduction Class Member who follows the procedure specified in the Class Notice approved by the Court to validly "opt out" of the Settlement.

**1.17. Opt-out Period.**

The Opt-out Period will be a date 90 days from the mailing of the Class Notice to the Mid-Contract Rate Reduction Class Members.

**1.18. Preliminary Approval Order.**

Preliminary Approval Order means the Order entered by the Court preliminarily approving the terms and conditions of this Agreement and directing the manner and timing of providing Class Notices to the Mid-Contract Rate Reduction Class Members.

**1.19. Qualified Class Member.**

Qualified Class Member means: (1) those Mid-Contract Rate Reduction Class Members who timely and properly submit a Claim Form, attached as Exhibit 3 (and which will accompany the Class Notice); and (2) FLSA Collective Members.

**1.20. Mid-Contract Rate Reduction Class.**

Mid-Contract Rate Reduction Class means all persons who are, or have been, employed by NuWest at any point during the Mid-Contract Rate Reduction Class Period as travel nurses and who worked all or part of an assignment for NuWest as a travel nurse.

**1.201. Mid-Contract Rate Reduction Class Member.** Mid-Contract Rate Reduction Class Member shall mean members of the Rate Reduction Class.

**1.21. Mid-Contract Rate Reduction Class Period.**

Mid-Contract Rate Reduction Class Period means January 1, 2020, through the date this Agreement is executed.

**1.22. Service Award.**

Service Award means a payment made to the Named Plaintiffs to compensate them for initiating the Litigation, participating in the Litigation, and for the benefits their work has conferred on Settlement Class Members.

**1.23. Settlement.**

Settlement means the disposition of the Litigation and all related claims effectuated by, and in accordance with, the terms of this Agreement.

**1.24. Settlement Administrator.**

Settlement Administrator means Analytics Consulting LLC, which shall be responsible for the settlement claims and administration process as provided herein.

**1.25. Settlement Checks.**

Settlement Checks shall mean the checks generated by the Settlement Administrator and mailed out by the Settlement Administrator to pay the Settlement Shares, less any Applicable Deductions (defined below).

**1.26. Settlement Amount.**

Settlement Amount means \$4,400,000, which is the gross amount to be paid by NuWest as provided by this Agreement (except for NuWest's share of payroll taxes). Under no circumstances shall NuWest be obligated to pay any amount other than the Settlement Amount and its share of payroll taxes.

**1.27. Settlement Forms.**

Settlement Forms means Class Notices (attached as Exhibits 1 and 2.)

**1.28. Settlement Share.**

Settlement Share means each Qualified Class Member's share of the Settlement Amount as provided for in this Agreement.

**1.29. State Claims.**

State Claims shall refer to the mid-contract rate reduction claims and any other claims related to arising from those claims.

**2. INITIAL PROCEDURAL ISSUES.**

**2.1. Binding Agreement.**

This Agreement is a binding agreement and includes all materially agreed-upon terms for the Parties to seek a full and final settlement of the Litigation.

**2.2. Jurisdiction.**

This Litigation is brought, and is before the Court under the FLSA, 29 U.S.C. § 201 *et seq.*, and applicable State Claims. The Parties agree, for purposes of Settlement, the Court has jurisdiction over each, and all, of the claims in the Litigation.

**2.3. Retainer and Responsibilities of the Settlement Administrator.**

Within 10 calendar days after the execution of this Agreement, Class Counsel shall retain the Settlement Administrator. The Settlement Administrator shall be required to agree, in writing, to treat information it receives or generates as part of the claims administration process as confidential, and to solely use such information for purposes of claims administration. The fees and expenses of the Settlement Administrator shall be exclusively paid from the Settlement Amount. The Settlement

Administrator shall be required to agree, in writing, to a reasonable cap for fees and expenses for claims administration work.

The Settlement Administrator will be responsible for mailing Class Notices and verifying Claim Forms returned by Mid-Contract Rate Reduction Class Members in accordance with the Court's Preliminary Approval Order, calculating Settlement Share amounts to be included in Class Notices ("Notice Settlement Share"), calculating Settlement Shares in accordance with the Court's Final Approval Order, calculating the amount of payroll taxes and other related withholdings to be deducted from the Settlement Checks and Service Award (the Applicable Deductions), sending NuWest Settlement Share amounts for each Qualified Class Member (the Final Settlement Share Calculation(s)), creating and administering a Qualified Settlement Fund ("QSF") under 26 CFR § 1.468B-1 as approved by the Court, generating Settlement Checks and the Service Award, distributing Settlement Checks and the Service Award, issuing and distributing W-9 Forms (if required), issuing and distributing 1099 Forms, and promptly forwarding Claim Forms and any documents in connection with a Mid-Contract Rate Reduction Class Member's efforts to "opt out" of, or object to, the Settlement to Class Counsel and NuWest's Counsel.

#### **2.4. Responsibilities of NuWest with Respect to Payroll Taxes.**

NuWest shall be responsible for paying the employer's share of payroll taxes under this Agreement as calculated by the Settlement Administrator.

#### **2.5. Access to the Settlement Administrator.**

The Parties will have equal access to the Settlement Administrator, and the Settlement Administrator will provide regular reports to the Parties, but no less frequently than every four weeks, regarding the status of mailing Class Notices and Settlement Forms to Mid-Contract Rate Reduction Class Members, the settlement administration process, and distribution of the Settlement Checks.

#### **2.6. Cooperation.**

NuWest agrees to reasonably cooperate with the Settlement Administrator by providing accurate information, to the extent reasonably available and necessary to calculate the Settlement Shares, and by assisting the Settlement Administrator in locating Settlement Class Members.

### **3. APPROVAL OF SETTLEMENT MOTION.**

#### **3.1. Preliminary and Final Approval Process.**

As soon as practicable following execution of this Agreement, Class Counsel will submit to the Court: (1) an unopposed motion requesting the Court's preliminary approval of this Agreement; (2) a mutually agreeable notice of settlement; and (3) an unopposed motion for final approval of this Agreement. Class Counsel agrees to provide NuWest's counsel with a copy of each motion for approval referenced in this paragraph at least 10 days before it is due to be filed for review by NuWest's counsel and will work in good faith to address any concerns NuWest may have about motions for preliminary and final approval. Class Counsel will also file a separate motion applying for approval of the payment of Class Counsel's fees and expenses to be paid from the QSF.

NuWest's counsel will not oppose the fee amount sought by Class Counsel so long as it is consistent with this Agreement.

If the Court unexpectedly rejects this Agreement, the Parties agree to work in good faith to resolve any differences they may have regarding any revised Agreement to be re-submitted to the Court, and, if the Parties are unable to resolve any differences on their own, the Parties further agree to engage Lynn Cohn for the purpose of helping the Parties to resolve any disputes about the terms and conditions of any revised Agreement to be re-submitted to the Court.

### **3.2. Opting Out of Settlement, Submitting Claims Forms, and Objections.**

The Preliminary Approval Motion will set forth the time by which Mid-Contract Rate Reduction Class Members must opt-out of this Agreement, submit Claim Forms, or, as applicable, provide objections to this Agreement. Subject to the Court's approval, this date will be 90 days from the mailing of Class Notice to the Mid-Contract Rate Reduction Class Members (the Opt-Out Period). The Preliminary Approval Motion will also set a date for a Fairness Hearing for Final Approval of the Settlement before the Court, which, subject to the Court's approval, will be at least 90 days from the date notice is provided to state and federal officials under the Class Action Fairness Act ("CAFA"), and, specifically, 28 U.S.C. § 1715.

## **4. SETTLEMENT TERMS.**

### **4.1. Settlement Amount.**

NuWest agrees to pay the Settlement Amount to fully resolve and satisfy: (1) all payments to Settlement Class Members; (2) any Service Award; (3) Class Counsel's attorney's fees and expenses, including all attorney's fees and expenses incurred to date and to be incurred in preparing Settlement documents, securing trial and appellate court approval of the Settlement, attending to the administration of the Settlement, and obtaining dismissal of the action; and (4) the Settlement Administrator's fees and expenses. NuWest's share of Payroll Taxes is not included in the Settlement Amount.

### **4.2. Attorney's Fees and Expenses.**

At the Fairness Hearing, and through a separate motion, Class Counsel will apply for approval of an award of attorneys' fees of no more than one-third of the Settlement Amount, and, in addition, will seek reimbursement of actual litigation costs and expenses to be paid from the Settlement Amount. NuWest's Counsel will not oppose this application. NuWest shall have no additional liability for Class Counsel's attorneys' fees and costs beyond the amounts defined in this paragraph. Class Counsel will receive an IRS Form 1099 with respect to its awarded attorneys' fees and expenses.

### **4.3. Service Awards and Other Payments to Named Plaintiff.**

NuWest will not oppose a Service Award of up to \$5,000 (or a lesser amount to be determined by Class Counsel or awarded by the Court) to be paid out of the Settlement Amount to each of the Named Plaintiffs, and any such Service Award approved by the Court shall be paid in addition to

such individual's Settlement Share. Each Named Plaintiff will receive an IRS Form 1099 with respect to the Service Award.

#### **4.4. Settlement Shares and Service Awards.**

(a)

Only Qualified Class Members will be entitled to receive a Settlement Share under this Agreement.

(b)

Only the Named Plaintiffs will be entitled to receive a Service Award under this Agreement.

(c)

The allocation of Settlement Shares will be made from the Net Settlement Amount.

#### **4.5. Settlement Calculation and Distribution.**

(a)

The Settlement Administrator will calculate Settlement Shares according to the following process. The Net Settlement Amount will be allocated 85% to the FLSA Collective Members and 15% to the Mid-Contract Rate Reduction Class.

(b)

The portion of the Net Settlement Amount allocated to the FLSA Collective Members will be distributed pro rata based on their overtime damages as calculated by Class Counsel. Upon approval of the FLSA Collective settlement, checks will be distributed automatically by the Settlement Administrator to FLSA Collective Members. There will be no claims process and no opportunity to request exclusion. If FLSA Collective Members do not negotiate their settlement checks, the Settlement Administrator will send their settlement payments to the unclaimed property fund of the state where that FLSA Collective Member worked to be held for that FLSA Collective Member.

(c)

The portion of the Net Settlement Amount allocated to Mid-Contract Rate Reduction Class Members will be distributed based on a claims process. There are two types of settlement payments available to Mid-Contract Rate Reduction Class Members who submit a valid Claim Form.

First, Documented Mid-Contract Rate Reduction Claims will be those submitted by a Mid-Contract Rate Reduction Class Member that includes Assignment Agreement Letters, paystubs and wage records, communications with NuWest, and/or any other documents that tend to reasonably establish the Mid-Contract Rate Reduction Class Member experienced a mid-contract rate reduction and the amount of the loss.

Second, No Document Mid-Contract Rate Reduction Claims will be those submitted by a Mid-Contract Rate Reduction Class Member that identifies an assignment worked for NuWest between January 1, 2020 and January 3, 2025, the name and location of the healthcare facility for the



assignment, the dates of the assignment, and a description of the type of mid-contract rate reduction experienced.

Documented Mid-Contract Rate Reduction Claims will be paid first up to 90% of the amount of the Net Settlement Amount allocated to the Mid-Contract Rate Reduction Class. In the event that Documented Mid-Contract Rate Reduction Claims that have been adequately documented exceed the amount allocated to the Documented Mid-Contract Rate Reduction Claims, settlement proceeds will be allocated on a pro rata basis across the Documented Mid-Contract Rate Reduction Claims. The remainder of the portion of the Net Settlement Amount allocated to the Mid-Contract Rate Reduction Class will be allocated evenly among all Mid-Contract Rate Reduction Class Members who submit a No Document Mid-Contract Rate Reduction Claim.

The Settlement Administrator, in consultation with Class Counsel, will have final authority to weigh Claim Forms and allocate amounts for Documented Mid-Contract Rate Reduction Claims.

#### **4.6. Tax Characterization.**

Other than any payment for Service Awards, NuWest reserves the right to allocate payment made to each of the Settlement Class Members as (a) thirty-five percent taxable, wage income paid under IRS Form W-2 and subject to ordinary payroll withholdings, and (b) sixty-five percent non-wage income paid under IRS Form 1099. Specifically, the amounts paid to the Settlement Class shall be paid 35% W-2 and 65% 1099. Except for NuWest's liability for the employer portion of payroll taxes (which shall be paid by NuWest outside of, and in addition to the QSF) the Settlement Class will be responsible for any tax liability arising from the allocation of the QSF as attorneys' fees, costs and expenses, Service Awards, taxable wage income, and taxable non-wage income.

#### **4.7. Effect of Non-participating Class Members and Affected Class Members who are not Qualified Class Members.**

(a)

Each Mid-Contract Rate Reduction Class Member who follows the procedure specified in the Class Notice Approved by the Court to validly "opt out" of the Settlement will be a Non-Participating Class Member, will not receive a Settlement Share, and will not be bound by the Settlement.

(b)

Each Mid-Contract Rate Reduction Class Member who neither returns a Claim Form, nor follows the procedure specified in the Class Notice Approved by the Court to validly "opt out" of the Settlement will be an Affected Class Member who will be deemed to have released all State Claims (as further explained in Section 9.2.), but who will not receive a Settlement Share.

#### **(c) Option to Withdraw Settlement.**

NuWest shall have the option to withdraw from the Settlement if more than 5% of the Mid-Contract Rate Reduction Class Members follow the procedure specified in the Class Notice approved by the Court to validly "opt out" of the Settlement and become Non-Participating Class Members. If NuWest elects to exercise this option, it must do so within 14 days of the close of the objection and exclusion period. If NuWest rescinds the Settlement: (1) NuWest's obligations under the settlement



will cease to have any force and effect; (2) this Agreement will be vacated, null, void, and cancelled; (3) the Parties will return to the status *quo ante*, as if they had not entered into the Settlement; and (4) the Settlement, and all negotiations and proceedings related to the Settlement, will be without prejudice to the rights of the Parties, and evidence of the Settlement, negotiations, and proceedings will be inadmissible, and will not be discoverable.

#### **4.8. Settlement Share Calculation Dates.**

(a)

Within 65 days following Preliminary Approval, the Settlement Administrator shall submit to Class Counsel and NuWest's Counsel the Settlement Share calculations for all FLSA Collective Members. When calculating the Notice Settlement Share Calculations, the Settlement Administrator shall assume that Class Counsel receives the full amount of attorneys' fees contemplated in Section 4.2., the Named Plaintiffs receive the full Service Awards contemplated in Section 4.3., and the Settlement Administrator requests payment up to the reasonable cap to which Class Counsel and the Settlement Administrator agree, as contemplated in Section 2.3.

(b)

Within 10 days following the receipt of the Notice Settlement Share Calculations for FLSA Collective Members, the Parties shall inform the Settlement Administrator if they jointly or severally have any proposed revisions to the Notice Settlement Share Calculations. The Parties shall work in good faith to resolve any differences over the revisions to the Notice Settlement Share Calculations, and only in extraordinary circumstances shall they seek Court intervention to resolve any differences.

(c)

Within 10 days following Final Approval, pursuant to Section 4.5, the Settlement Administrator shall submit to Class Counsel and NuWest's Counsel the Settlement Share calculations for all Qualified Class Members (the "Preliminary Settlement Share Calculations"). For purposes of determining the Net Settlement Amount, the Settlement Administrator shall use the actual amount of attorneys' fees approved by the Court in the Final Approval and shall assume the Settlement Administrator requests payment up to the reasonable cap to which Class Counsel and the Settlement Administrator agree, as contemplated in Section 2.3.

(d)

Within 10 days of receiving them, Class Counsel and NuWest's Counsel must provide the Settlement Administrator with any revisions to the Preliminary Settlement Share Calculations, if any. All Preliminary Settlement Share Calculations for which the Parties propose no revisions become Final Settlement Share Calculations 10 days after the Parties receive the Preliminary Settlement Share Calculations. All Preliminary Settlement Share Calculations the Parties jointly revise shall become Final Settlement Share Calculations 10 days after the Parties revise the Preliminary Settlement Share Calculations.

(e)

If, after good faith negotiations, the Parties cannot agree on revisions to the Preliminary Settlement Share Calculations (if any), they shall seek Court intervention within 10 days of receiving the Preliminary Settlement Share Calculations. In the event such Court intervention is necessary, all deadlines herein concerning the payment of the Settlement Shares shall be suspended until the Court resolves the dispute. The Court's resolution of any dispute with respect to Preliminary Settlement Share Calculations shall constitute Final Settlement Share Calculations.

(f)

Final Settlement Share Calculations are not subject to challenge, whether by the Settlement Class Members or the Parties.

(g)

Within three days of determining Final Settlement Share for all Qualified Class Members, the Settlement Administrator shall send NuWest's Counsel the Final Settlement Share Calculations.

#### **4.9. Payment Dates.**

Defendant will deliver the Settlement Amount to the Settlement Administrator within 45 days of Final Approval. Payment of Class Counsel's attorney's fees and expenses will be made to Class Counsel within 60 days after Final Approval. Payment of the Settlement Administrator's fees shall also be made within 60 days following Final Approval.

### **5. MID-CONTRACT RATE REDUCTION CLASS MEMBER PROCEDURE, AFFECTED CLASS MEMBER STATUS, AND QUALIFIED MEMBER STATUS.**

#### **5.1. Election Not to Participate in Settlement.**

The Class Notice will provide that Mid-Contract Rate Reduction Class Members who want to exclude themselves from the Settlement, must follow the procedure specified in the Class Notice Approved by the Court to validly "opt out" of the Settlement within 90 days after the mailing of the Settlement Forms. A Mid-Contract Rate Reduction Class Member who follows the procedure specified in the Class Notice Approved by the Court to validly "opt out" of the Settlement will not be bound by the Settlement, nor will he or she be entitled to receive a Settlement Share. NuWest will remain free to contest any claim brought by a Non-Participating Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute, or be construed as, a waiver of any defense NuWest has, or could assert, against such a claim.

#### **5.2. Mid-Contract Rate Reduction Class Members Who Do Not "Opt Out" Become Affected Class Members.**

A Mid-Contract Rate Reduction Class Member who neither follows the procedure specified in the Class Notice approved by the Court to validly "opt out" of the Settlement, nor submits a Claim Form in the manner, and by the deadline specified above, will automatically become an Affected Class Member. Affected Class Members release all State Law claims, as explained in Section 9.2. below.

Affected Class Members are not eligible to receive a Settlement Share. Only Qualified Class Members, as described above, are eligible to receive a Settlement Share.

### **5.3. Mid-Contract Rate Reduction Class Members Who Submit Claims Forms Become Qualified Class Members.**

A Mid-Contract Rate Reduction Class Member who submits a Claim Form, attached as Exhibit 3, that is either postmarked, or otherwise returned, within 90 days after the initial date the Settlement Forms are mailed, as set forth below, will be a Qualified Class Member eligible to receive a Settlement Check. Mid-Contract Rate Reduction Class Members including both Affected Class Members and Qualified Class Members shall be deemed to have released mid-contract rate reduction claims and any other claims relating to or arising from those claims that were, or could have been, asserted based on the facts alleged in the operative Complaint through the date of this Agreement, as explained in Section 9.2. below.

### **5.4. FLSA Collective Members Become Qualified Class Members Upon Approval.**

FLSA Collective Members will become Qualified Class Members eligible to receive a Settlement Check upon approval. FLSA Collective Members that become Qualified Class Members shall be deemed to have released any claims that were, or could have been, asserted based on the facts alleged in the operative Complaint through the date of this Agreement, as explained in Section 9.1. below.

## **6. CLASS NOTICES.**

### **6.1. Settlement Class Member Information.**

Within 45 days following the Court's entry of the Preliminary Approval Order, NuWest's Counsel and Class Counsel shall cooperate to provide the Settlement Administrator with a list of all Settlement Class Members and their last known addresses under protection of a confidentiality agreement, along with information relevant to calculating the Settlement Shares as described in Sections 4.5. and 4.8. This list shall be based on NuWest's available records. The Parties agree to consult with the Settlement Administrator before producing such data to ensure the format of the list will be acceptable to the Settlement Administrator.

### **6.2. Settlement Forms.**

Within 75 days of the Court's entry of the Preliminary Approval Order, the Settlement Administrator will send the Settlement Forms in the form attached as Exhibits 1-3 and approved by the Court (or in any other form as the Court may approve) to Settlement Class Members by First Class Mail (the Class Notice will contain individual Notice Settlement Share Calculations for each Settlement Class Member, pursuant to Section 4.8.). Before the initial mailing date, to ensure the Settlement Forms are sent to all Settlement Class Members at the address most likely to result in immediate receipt of the settlement documents, the Settlement Administrator will use all standard skip tracing devices to verify the accuracy of all addresses. It will be conclusively presumed, if an envelope so mailed has not been returned within 30 days of the mailing, the Settlement Class Member received the Settlement Forms. If an envelope is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than five days from receipt of the return envelope, use reasonable diligence to obtain a current address and re-mail the envelope to such current address.

The Settlement Administrator will notify Class Counsel and NuWest's Counsel of any Class Notice sent to a Settlement Class Member that is returned as undeliverable after the first mailing, as well as any such Class Notice returned as undeliverable after any subsequent mailing(s) as set forth in this Agreement.

### **6.3. Opt-Out Procedure Articulated in Settlement Forms.**

The Settlement Forms provided to Mid-Contract Rate Reduction Class Members will provide that those who choose to "opt out" of the Settlement must, not later than 90 days after the Settlement Administrator mails the Settlement Forms, mail an Opt-Out Request letter stating the Mid-Contract Rate Reduction Class Member wants to be excluded from the Litigation, and the Mid-Contract Rate Reduction Class Member understands he or she will not receive a payment related to the Settlement. The Mid-Contract Rate Reduction Class Member must include his or her name, address, telephone number, and signature, and this procedure will be specified in the Settlement Forms approved by the Court to validly "opt out" of the Settlement. If a question is raised about compliance with the procedure specified in the Settlement Forms approved by the Court to validly "opt out" of the Settlement, the Settlement Administrator will, among other things, have the right to demand additional proof of the Non-Participating Class Member's identity, efforts, and interest in "opting out" of the Settlement. A Non-Participating Class Member who follows the procedure specified in the Class Notice Approved by the Court to validly "opt out" of the Settlement will not be bound by the Settlement, nor will he or she be entitled to receive a Settlement Share. NuWest will remain free to contest any claim brought by a Non-Participating Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute, or be construed as, a waiver of any defense NuWest has, or could assert, against such a claim.

### **6.4. The Opt-Out and Claim Form Periods.**

The Period during which Mid-Contract Rate Reduction Class Members may opt out of the Settlement or submit a Claim Form to become a Qualified Class Member shall be 90 days after mailing of the Settlement Forms. Mid-Contract Rate Reduction Class Members whose first mailing was returned to the Settlement Administrator as undeliverable, will be required to respond within the original opt-out Period (as if the first mailing were successful). The Settlement Administrator will not be required to attempt more than two mailings of the Settlement Forms to any Mid-Contract Rate Reduction Class Member.

### **6.5. Postmarking the Settlement Forms.**

The Settlement Administrator will stamp the postmark date on the original of each and any Settlement Forms (including Claim Forms) or documents responsive to Settlement Forms it receives from Mid-Contract Rate Reduction Class Members, and shall serve copies of each document received (including Claim Forms) not later than seven days after receipt thereof to facilitate, among other things, filing with the Clerk of the Court.

### **6.6. Failing to Timely Submit an Opt-Out or Claim Form.**

Mid-Contract Rate Reduction Class Members who, within the Opt-out Period, do not (1) follow the procedure specified in the Class Notice Approved by the Court to validly "opt out" of the Settlement

and become Non-Participating Class Members, or (2) submit a valid Claim Form to become Qualified Class Members, will become Affected Class Members.

#### **6.7. Final Lists.**

The Settlement Administrator will, within three days of the end of the Opt-out Period, send a final list of all Non-Participating Class Members, Affected Class Members, and Qualified Class Members to Class Counsel and NuWest's Counsel by email. The Settlement Administrator will retain the stamped originals of all Settlement Forms and Claims Forms, as well as originals of all accompanying envelopes in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement.

### **7. OBJECTIONS TO SETTLEMENT.**

#### **7.1. Objection Process.**

Mid-Contract Rate Reduction Class Members who want to present objections to the Settlement at the Fairness Hearing, including objections to the payment of Class Counsel's fees and expenses, must, unless otherwise ordered by the Court, first do so in writing. Such statement must be mailed to the Settlement Administrator or filed with the Court and served on counsel for the Parties (1) no later than 90 days after the Settlement Administrator mails the Settlement Forms, via First-Class United States Mail, postage prepaid, regardless of whether a subsequent mailing is required, or (2) by such other date as may be ordered by the Court. Unless otherwise ordered by the Court, the statement must include all reasons for the objection. Unless otherwise ordered by the Court, any reasons not included in the statement will not be considered. The statement must also include the name, address, and telephone numbers for the Mid-Contract Rate Reduction Class Member making the objection. Unless otherwise determined by the Court, a Mid-Contract Rate Reduction Class Member's failure to specify his or her objections in writing in conformity with the specified time and procedures shall be deemed to have waived all objections.

#### **7.2. Appearing at the Final Fairness Hearing to Assert Objections.**

A Mid-Contract Rate Reduction Class Member who wants to appear at the Fairness Hearing must state his or her intention to do so in writing as part of the objection process addressed above, and his or her failure to so specify will be deemed a waiver of the right to appear. Consistent with Federal Rules of Civil Procedure, Rule 23, a Mid-Contract Rate Reduction Class Member may, at any time, withdraw his or her objections. Unless otherwise determined by the Court, no Mid-Contract Rate Reduction Class Member may (1) appear at the Fairness Hearing to present an objection unless he or she has filed a timely objection compliant with the procedures provided in this section, and (2) present an objection at the Fairness Hearing based on a reason not stated in his or her written objections. A Mid-Contract Rate Reduction Class Member who has followed the procedure specified in the Settlement Forms and opts out of the Litigation may not submit objections to the Settlement.

#### **7.3. Responses to Objections.**

No later than 14 days before the Fairness Hearing, or by such other deadline as set by the Court, the Parties may file with the Court written responses to any filed objections.

**8. FAIRNESS HEARING AND MOTION FOR FINAL APPROVAL AND DISMISSAL.****8.1. Motion for Final Settlement Approval.**

Not later than 14 days before the Fairness Hearing, Class Counsel will submit an unopposed Motion for Final Approval of the Settlement, together with Class Counsel's motion seeking the payment of attorney's fees, costs, and the Service Award(s).

**8.2. Fairness Hearing.**

At the Fairness Hearing and Motion for Final Approval and Dismissal, the Parties will ask the Court to, among other things: (1) certify the Mid-Contract Rate Reduction Class for purposes of settlement only pursuant to federal and applicable state laws; (2) approve the Settlement and this Agreement as fair, reasonable, adequate, and binding on all Settlement Class Members except those Mid-Contract Rate Reduction Class Members who opt-out; (3) order payment of the Service Award(s); (4) order the attorney's fees and expenses to be paid to Class Counsel from the Settlement Amount; (5) order the Settlement Administrator to distribute Settlement Checks, including Service Awards, if any, to be paid to the Named Plaintiffs as described in this Agreement; (6) order the dismissal, with prejudice, the FLSA Claims and State Claims; (6) order the dismissal without prejudice of all other claims asserted in the Second Amended Complaint; and (7) order entry of Final Judgment in accordance with this Agreement. Class Counsel will not refile any dismissed claims against NuWest.

**8.3. Notice of Mailing.**

Within 10 days of mailing, the Final Approval Order will order the Settlement Administrator to provide verification to Class Counsel and NuWest's Counsel that it has distributed the Settlement Checks.

**8.4. Continued Jurisdiction.**

After Final Approval, solely for purposes of enforcing this Agreement, addressing Settlement Administration matters, and addressing such post-Judgment matters as may be appropriate under court rules or applicable law, the Court will have continuing jurisdiction over the Litigation and the Settlement.

**9. RELEASE OF CLAIMS.****9.1. FLSA Collective Members.**

By operation of the entry of the Judgment and Final Approval each FLSA Collective Member forever and fully releases NuWest, and any of its current or former officers, directors, shareholders, members, employees, representatives, insurers, corporate parents, corporate siblings, subsidiaries, predecessors, successors, assigns, related entities and affiliates thereof, and otherwise related entities, as well as any client, contracting party, joint employer, or joint obligor of NuWest with respect to instances where any FLSA Collective Member (or in the case of paragraph 9.2 below Mid-Contract Rate Reduction Class Member) may have worked for NuWest for the benefit of said client, contracting party, joint employer, or joint obligor, or provided services through NuWest to said client, contracting party, joint employer, or joint obligor (collectively, the Released Parties), from all claims that were, or could have been, asserted based on the facts alleged in the operative



Complaint through the date of this Agreement, including but not limited to any and all claims that were, or could have been asserted based on the facts alleged in the operative Complaint, including back wages, liquidated damages, attorneys' fees, costs, expenses, interest, settlement administrator costs, service awards, penalties, and any other monetary claims related to the payment of wages.

## **9.2 Mid-Contract Rate Reduction Class Members**

By operation of the entry of the Judgment and Final Approval each Rate Reduction Class Member forever and fully releases the Released Parties from all mid-contract rate reduction claims and any other claims related to or arising from those claims that were or could have been asserted based on the facts alleged in the operative Complaint through the date the written settlement agreement is executed, including but not limited to any and all claims that were, or could have been asserted based on the facts alleged in the operative Complaint in any way related to mid-contract rate reduction allegations, including claims for back wages, liquidated damages, attorneys' fees, costs, expenses, interest, settlement administrator costs, service awards, penalties, and any other monetary claims related to the payment of wages arising between January 1, 2020 through the date of this Agreement ("Mid-Contract Released Rate Reduction Claims").

## **9.3. Affected Class Members.**

By operation of the entry of the Judgment and Final Approval, and except as to such rights or claims as may be created by this Agreement, each Affected Class Member forever, and fully, releases the Released Parties from all Mid-Contract Released Rate Reduction Claims, excepting only wage and hour claims under the FLSA (to the extent, if at all, that such FLSA claims have not been separately released).

## **10. VOIDING THE AGREEMENT.**

If there is no Final Approval, this Settlement will become null and void, provided the failure by the Court or an appellate court to award, or sustain, the full amount of (1) any Service Award, or (2) Class Counsel's attorney's fees and expenses will not constitute a failure to approve the Settlement, or a material modification of the Settlement.

## **11. CONFIDENTIALITY.**

Unless ordered by the Court as part the approval process, Class Counsel agrees not to publicize the settlement for three years after the executed settlement agreement (including, without limitation, in a verdicts/settlements service, on a website, through social media, or via any other means), with the following exceptions: (1) Class Counsel may respond to a public inquiry by stating that an agreement was reached on terms that will be submitted to the Court for approval; (2) Class Counsel may post a reference to the settlement on their website that does not identify NuWest by name but identifies the settlement amount, nature of the case, type of claims involved, and nature of NuWest's business; (3) Class Counsel may submit bios to courts that reference the settlement to demonstrate adequacy of counsel in filings in other cases; and (4) Class Counsel may also refer to the settlement in confidential settlement communications with other defense counsel.

**12. CAFA NOTICE.**

Pursuant to the Class Action Fairness Act of 2005 (CAFA), 28 U.S.C. § 1715, within 10 days after Class Counsel files the Motion for Preliminary Approval of the Settlement, NuWest will mail a CAFA notice to the Attorney General of the United States, the Attorney General of the State of Washington, and the Attorney General of each other state where NuWest's records show Mid-Contract Rate Reduction Class Members reside. The Parties intend, and believe, the CAFA notice under the procedures described in this section comply with the requirements of CAFA and Class Counsel will seek approval of these procedures for CAFA notice in the Motion for Preliminary Approval of the Settlement; request the Court to adjudicate the validity of the CAFA Notice in the Motion for Final Approval of the Settlement, and ask to bar any Mid-Contract Rate Reduction Class Member's claim to void or avoid the Settlement under CAFA.

**13. NO EFFECT ON BENEFITS ENTITLEMENT.**

No amounts paid in connection with the Settlement, including any Service Award or Settlement Shares, are intended to, nor will they, be considered when determining any Settlement Class Member's rights or benefits under any NuWest or vendor employee benefit plan or program. No Settlement Class Member will use this Agreement as a basis for a request for participating in, or for benefits under, any such plan or program.

**14. WAIVER OF APPEALS.**

Unless the Court materially modifies the Settlement, or reduces the amounts to be awarded as a Service Award or Class Counsel's attorney's fees and expenses, NuWest and the Named Plaintiffs waive all appeals from the Court's Final Approval of the Settlement.

**15. AUTHORITY TO ACT FOR PLAINTIFFS.**

Class Counsel represent and warrant they have full authority to enter into this Agreement on behalf of the Named Plaintiffs and to bind the Named Plaintiffs to all of its terms and conditions.

**16. FAIR, ADEQUATE, AND REASONABLE SETTLEMENT.**

The Parties agree the Settlement is fair, adequate, and reasonable and will so represent to the Court.

**17. MODIFICATION OF AGREEMENT**

This Agreement may not be modified or canceled in any manner, except by a writing signed by Class Counsel, and an authorized representative of NuWest.

**18. SEVERABILITY.**

If any provision of this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

**19. APPLICABLE LAW.**

This Agreement shall be governed by the common law and statutes of Washington, without regard to its principles of conflicts of laws.



**20. HEADINGS**

Section headings in this Agreement are included for convenience of reference only and shall not be a part of this Agreement for any other purpose.

**21. INTEGRATED AGREEMENT.**

This Agreement is the entire agreement between the Parties about the resolution of the Litigation, and all prior or contemporaneous agreements, understandings, representations, and statements relating to the Litigation or to the claims and allegations in the Litigation, whether oral or written and whether by a party or such party's legal counsel, are merged in this Settlement. For the avoidance of doubt, this Agreement does not vitiate, nor modify, any Plaintiff's or Non-Participating Class Member's obligation under any other written agreement between such individual and NuWest or any of its former or present parents, subsidiaries, and affiliated entities that was not executed in connection with this Litigation, such as any non-disclosure agreement, between the individual and NuWest, or any of the Released Parties, or any other agreement such individual may have signed in connection with his or her assignment by, or employment with, NuWest or any of its former or present parent, subsidiary, and affiliated entities.

**22. NO PRIOR ASSIGNMENTS.**

The Parties represent and warrant they have not directly, or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Agreement.

**23. BINDING ON SUCCESSORS.**

This Agreement shall be binding on, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

**24. NO ADMISSION OF LIABILITY OR CLASS CERTIFICATION****24.1.**

NuWest denies it, or any of the Released Parties have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone with respect to the claims asserted in the Litigation, or that, but for the Settlement, a class should be certified in the Litigation. This Agreement is solely entered into for the purpose of compromising highly disputed claims.

**24.2.**

Nothing in this Agreement is intended, nor shall it be construed as: (1) an admission of liability or wrongdoing by NuWest or any of the Released Parties; (2) an admission by the Named Plaintiffs that their claims were not meritorious; or (3) an admission any defenses asserted by NuWest were not meritorious. This Settlement, and the fact Plaintiffs and NuWest were willing to resolve the Litigation, will have no bearing on, and will not be admissible in connection with, any litigation, other than solely in connection with, and as specified in, the Settlement.

24.3.

The Parties agree the stipulation of class certification is for settlement purposes only and if, for any reason, the Settlement is not approved, the stipulation will be of no force or effect. The Parties agree certification for settlement purposes is in no way an admission that class certification is proper and evidence of this stipulation for settlement purposes only will not be deemed admissible in this or any other proceeding.

24.4.

Whether there is Final Approval, neither the Settlement, this Agreement, any documents, statement, proceeding, or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be: (1) construed as, offered, or admitted into evidence as, received as, or deemed to be evidence, for any purpose adverse to NuWest or any Released Party, including, but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, or damage; or (2) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Litigation or any other civil, criminal, or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

## **25. CONSTRUCTION.**

The Parties agree the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and this Agreement shall not be construed in favor of, nor against, any party by reason of the extent to which any party, or its counsel, participated in drafting this Agreement.

## **26. NOTICES.**

Unless otherwise specifically provided in this Agreement, all notices, demands, or other communications to be given under this Agreement shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

### **To Plaintiffs and the Class:**

Alexander T. Ricke  
Stueve Siegel Hanson LLP  
460 Nichols Road, Suite 200  
Kansas City, Missouri 64112

### **To NuWest:**

Christopher Onstott  
Kronick Moskowitz Tiedemann & Girard  
1331 Garden Highway, 2d Floor  
Sacramento, CA 95833

## **27. EXECUTION IN COUNTERPARTS.**

This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other,

signed counterparts, shall constitute one Agreement which shall be binding on, and effective as to, all Parties.

## 28. FUTURE CLAIMS.

If Class Counsel, or anyone working under their direction, receive inquiries from individuals (including Settlement Class Members, or others) with respect to any claims they believe they may have against NuWest, Class Counsel shall notify counsel for NuWest of any such claims before instituting any legal proceedings. To the extent consistent with Class Counsel's legal and ethical obligations, the undersigned, and any of their clients, will attempt to informally resolve any future disputes with NuWest before any legal proceedings are commenced. Such attempt at informal resolution shall include strong encouragement to participate in formal mediation of the matter before instituting proceedings in court.

ON BEHALF OF NUWEST GROUP HOLDINGS, LLC

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Peter Buck


Title: \_\_\_\_\_

General Counsel

Dated: [month] [number], [year]

January 3, 2025

ON BEHALF OF PLAINTIFFS: Melanie Creel


A handwritten signature in black ink, appearing to read 'Melanie Creel', is written over a blue horizontal line.

Signature: [Melanie Creel \(Dec 19, 2024 15:48 PST\)](#)

Printed name: **Melanie Creel**

Dated: **12/19/2024**

ON BEHALF OF PLAINTIFFS: Angela Hamilton

Signature:  Angela Hamilton (Dec 19, 2024 15:49 CST)

Printed name: Angela Hamilton

Dated: 12/19/2024


ON BEHALF OF PLAINTIFFS: Shamila Hashimi

Signature: *Shamila Hashimi*

Printed name: **Shamila Hashimi**

Dated: **12/19/2024**

ON BEHALF OF PLAINTIFFS: Quintara Hicks

Signature:  Quintara Hicks (Jan 2, 2025 13:31 EST)

Printed name: Quintara Hicks

Dated: 01/02/2025

ON BEHALF OF PLAINTIFFS: Kiana Howell

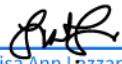
Signature:  Kiana Howell (Dec 19, 2024 15:12 EST)

Printed name: Kiana Howell

Dated: 12/19/2024



ON BEHALF OF PLAINTIFFS: Lisa Lazzara

Signature:   
Lisa Ann Lazzara (Dec 19, 2024 15:34 EST)

Printed name: Lisa Ann Lazzara

Dated: 12/19/2024

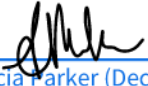
ON BEHALF OF PLAINTIFFS: Dana McDermott

Signature:   
Dana McDermott (Dec 19, 2024 13:50 CST)

Printed name: \_\_\_\_\_

Dated: 12/19/2024

ON BEHALF OF PLAINTIFFS: Alicia Miller

Signature:   
Alicia Miller (Dec 20, 2024 05:36 GMT+10)

Printed name: Alicia A Miller

Dated: 12/20/2024


ON BEHALF OF PLAINTIFFS: Susie Scott

Signature:   
Susie Scott (Dec 19, 2024 16:47 CST)

Printed name: Susie Scott

Dated: 12/19/2024


ON BEHALF OF PLAINTIFFS: Terri Seastrom

Signature:   
Terri Seastrom (Dec 19, 2024 15:31 EST)

Printed name: Terri Ann Seastrom

Dated: 12/19/2024


ON BEHALF OF PLAINTIFFS: Taylor Smith

Signature:   
Taylor Smith (Dec 19, 2024 14:48 MST)

Printed name: Taylor Smith

Dated: 12/19/2024

ON BEHALF OF PLAINTIFFS: Sara Wood

Signature:  Sara Wood (Dec 19, 2024 19:47 AST)

Printed name: Sara Wood

Dated: 12/19/2024

# Exhibit 1



## NuWest Travel Nurse Wage Settlement for Unpaid Overtime and a Mid-contract Rate Reduction.

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.*

A class and collective action settlement has been reached in a lawsuit against NuWest Group Holdings, LLC (“NuWest”) resolving claims for unpaid overtime and mid-contract pay rate reductions.

- **Settlement Payment for Unpaid Overtime.** Your estimated settlement payment for unpaid overtime is \$[insert amount]. You do not need to do anything to receive this payment in exchange for releasing your overtime claims. After the parties’ settlement is approved, you will receive a check in the mail.
- **Claim Your Share of the Fund for Mid-Contract Rate Reduction.** If NuWest reduced your pay in the middle of an assignment, you are eligible to claim part of this fund. The only way to be paid for a mid-contract rate reduction is to properly complete and submit a Claim Form by [insert date].

**Your legal rights are affected whether you act, or do not act. Please carefully read this Notice.**

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
<b>RECEIVE PAYMENT FOR OVERTIME</b>	For individuals who joined the action to receive unpaid overtime under federal law— <i>i.e.</i> , the Fair Labor Standards Act (the “FLSA”)—you do not need to do anything to receive your settlement payment for overtime claims. You cannot exclude yourself from this claim..	
<b>CLAIM PAYMENT FOR MID-CONTRACT RATE REDUCTION</b>	If you are eligible to receive a settlement payment for a mid-contract rate reduction, you must submit, by mail or online, a properly completed Claim Form .	[90 days from mailing the notice]
<b>EXCLUDE YOURSELF FROM THE MID-CONTRACT RATE REDUCTION CLASS</b>	If you exclude yourself from the mid-contract rate reduction class, you will not receive a settlement payment for a rate reduction, but you will keep your right to sue, or continue suing, NuWest for the rate reduction claims. If you ask to exclude yourself, you will not be able to object to the parties’ settlement.	[90 days from mailing the notice]
<b>OBJECT</b>	<b>Only those who do not exclude themselves from the mid-contract rate reduction class may object.</b> If you do not exclude yourself from the mid-contract rate reduction class, you may tell the Court why you do not like the settlement. If the Court approves it, you will still be bound by the	[90 days from mailing the notice]

	settlement. You will still receive settlement payment for overtime and, if you submit a properly completed and valid Claim Form, you will receive a settlement payment for the rate reduction.	
<b>DO NOTHING</b>	You will receive no settlement payment for mid-contract rate reductions. You will still be bound by the settlement. If you joined the action to receive unpaid overtime under the FLSA, and you do not submit a valid Claim Form, you will still receive a settlement payment for those FLSA claims.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case must still approve the settlement, the requested attorneys’ fees and expenses, and the requested service awards. Unless the Court approves the settlement, and it becomes final, no settlement benefits or payments will be provided unless the Court approves the parties’ settlement.

## BASIC INFORMATION

### 1. Why is this notice being provided?

You received this notice because you worked as a travel nurse for NuWest after January 1, 2020 and you previously filed a Consent to Join the FLSA collective for NuWest travel nurses who worked overtime. A Court authorized this notice because you have a right to know how the parties’ proposed settlement may affect your rights. This notice explains the nature of the litigation, the general terms of the proposed settlement, and what it may mean to you. This notice also explains your options with respect to the settlement.

### 2. What is this lawsuit about?

There are two types of claims at issue in this case.

First, there is a collective action for NuWest travel nurses who worked overtime and filed a Consent to Join the case (the “FLSA Collective”). The Plaintiffs allege NuWest violated the FLSA by excluding the value of their Housing and Meals & Incidentals stipends from travel nurses’ “regular rate” of pay, and thus underpaid overtime wages. Only those who joined the FLSA Collective are included in this settlement with respect to their unpaid overtime claims. Those who did not join the collective action may be time barred from bringing further claims for unpaid overtime and wages under state and federal law.

Second, Plaintiffs assert claims for class-wide relief alleging NuWest offered travel nurses fixed-term assignments at a guaranteed rate of pay and, only after the employee accepted the assignment and incurred expenses necessary to begin the assignment (*e.g.*, travel, housing, etc.), NuWest is alleged to have made demands to employees to accept less or be terminated. This is called the Mid-Contract Rate Reduction Class.

## DRAFT NOTICE FOR FLSA COLLECTIVE AND MID-CONTRACT RATE REDUCTION CLASS

NuWest denies it did anything wrong, and no court or other entity has made any judgment or other determination of any wrongdoing. Instead, Plaintiffs and NuWest have agreed to a settlement to avoid the risk, cost, and time of further litigation.

### 3. Why is the lawsuit a class and collective action?

The Court previously certified the FLSA Collective, which is why you previously received a notice in the mail, or by email, and, in response, you filed a Consent to Join the case. In a collective action under the FLSA, others may join the action. A class action is similar. In a class action, which is what the Mid-Contract Rate Reduction Class is, named plaintiffs sue on behalf of all people who have similar claims. Together, anyone who is included in the class are called class members. In a class action, one court resolves the issues for all class members. The parties have chosen to settle the class and collective actions, which is why you received this notice advising you about the settlement in this case.

### 4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or NuWest. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to class members and those who joined the FLSA Collective.

## WHO IS INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am part of the settlement?

As a member of the FLSA Collective, you are receiving a payment in exchange for releasing overtime claims against NuWest. Your estimated settlement payment is listed on the first page of this notice.

If you worked for NuWest from January 1, 2020 until [date Settlement Agreement is signed] as a travel nurse, you are a member of the Mid-Contract Rate Reduction Class.

### 6. Are there exceptions to being included in the settlement?

Yes. You cannot be a member of the FLSA Collective if you did not meet the collective definition or you did not file a Consent to Join form. Further, anyone who properly requests exclusion from the Mid-Contract Rate Reduction Class, as explained below, will be excluded from the Mid-Contract Rate Reduction Class. If you previously filed a Consent to Join the FLSA Collective, you cannot opt out of, or object to, the settlement of your overtime claims.

### 7. What if I am still not sure whether I am part of the settlement?

If you still have questions about whether, or why, you are included in the FLSA Collective or the Mid-Contract Rate Reduction Class, you may go to the Settlement Website at [insert website] or call the Settlement Administrator's toll-free number at [insert 1-800 number].

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

## 8. What does the settlement provide?

NuWest will pay \$4,400,000 into a settlement fund that will be used to pay all payments to members of the FLSA Collective and Mid-Contract Rate Reduction Class.

The settlement fund will also be used to pay the cost of settlement administration, Class Counsel's attorneys' fees and expenses, service awards to the named plaintiffs, and a reserve fund. After deducting the cost of settlement administration, Class Counsel's attorneys' fees and expenses, service awards to the named plaintiffs, and a reserve fund, the net fund will be allocated 85% to the FLSA Collective and 15% to the Rate Reduction Class. Class Counsel has allocated the fund in these proportions because they reflect the damages available to these two claims while accounting for the unique risks each faced.

- **Payments to FLSA Collective Members:** Members of the FLSA Collective will receive their *pro rata* share of the FLSA Collective settlement allocation based on each individual's overtime damages between May 1, 2020 and the date the Settlement Agreement is executed. Based on NuWest's wage and hour records, overtime damages are measured by recalculating the regular rate of pay to include the Housing and Meals & Incidentals stipends and applying that to the overtime hours each individual worked.
- **Payments to Rate Reduction Class Members:** If you do not exclude yourself from the Mid-Contract Rate Reduction Class (the "Rate Reduction Class Members"), there are two types of settlement payments available to the Mid-Contract Rate Reduction Class Members who submit a properly completed and valid Claim Form.
  - First, Documented Rate Reduction Claims will be those submitted by a Mid-Contract Rate Reduction Class Member who includes Assignment Agreement Letters, paystubs and wage records, communications with NuWest, and/or any other documents tending to show the Mid-Contract Rate Reduction Class Member experienced a mid-contract rate reduction and the amount of any loss.
  - Second, No Document Mid-Contract Rate Reduction Claims will be those submitted by a Mid-Contract Rate Reduction Class Member who identifies an assignment worked for NuWest between January 1, 2020 and [date the Settlement Agreement is signed], the name and location of the healthcare facility for the assignment, the dates of the assignment, and a description of the type of rate reduction experienced.
  - Documented Mid-Contract Rate Reduction Claims will be paid first, up to 90% of the amount of the net settlement fund allocated to the Mid-Contract Rate Reduction Class. If the Documented Mid-Contract Rate Reduction Claims that have been adequately documented exceed the amount allocated to the Documented Mid-Contract Rate Reduction Claims, settlement proceeds will be allocated on a *pro rata* basis across the Documented Mid-Contract Rate Reduction Claims. The remainder of the portion of the net settlement fund allocated to the Mid-Contract Rate Reduction Class will be allocated evenly among all Mid-Contract Rate Reduction Class Members who submit a No Document Mid-Contract Rate Reduction Claim.

**9. What am I giving up if I do not request exclusion from the settlement?**

As a member of the FLSA Collective and the Mid-Contract Rate Reduction Class, you will release all claims that were, or could have been, asserted based on the facts alleged in the operative Complaint.

Section 9 of the parties' Settlement Agreement defines the scope of the release. You can view the Settlement Agreement on the Settlement Website at [\[insert website\]](#).

**HOW TO GET BENEFITS FROM THE SETTLEMENT**

**10. How do I make a claim for a settlement payment as a Rate Reduction Class Member?**

For those who joined the FLSA Collective, they do not have to do anything to receive the FLSA Collective allocation (the amount listed on the first page of this notice) in exchange for the release of FLSA claims. Following final approval of the settlement, the settlement payment will be sent to you in the mail.

To submit a claim for a payment as part of the Mid-Contract Rate Reduction Class, you must properly complete the Claim Form and submit it by [\[90 days from the mailing of the notice\]](#). There are two options for submitting claims:

- (1) Submit Online: You may fill out and submit the Claim Form online [\[insert website\]](#). This is the easiest way to submit a claim. You can also upload documents for a Documented Mid-Contract Rate Reduction Claim through the website.
- (2) Submit by Mail: There is a copy of the Claim Form attached to this Notice. Fill out your Claim Form, and mail it (including postage) to:

[Settlement Administrator](#)  
[Address](#)  
[Address](#)  
[City, State, Zip](#)

Properly completed and valid Claims Forms must be submitted online, or postmarked, by [\[90 days from the mailing of the notice\]](#); otherwise, you will not be entitled to any payment as part of the Mid-Contract Rate Reduction Class, but you will be bound by the Settlement Agreement.

**11. What happens if my contact information changes after I submit a claim?**

If, after you submit a Claim Form, you change your mailing address or email address, it is your responsibility to inform the Settlement Administrator about your updated information. You may notify the Settlement Administrator of any changes by calling [\[insert 1-800 number\]](#), or by writing to:

[Settlement Administrator](#)  
[Address](#)  
[Address](#)  
[City, State, Zip](#)

**12. When will I receive my settlement benefits?**

FLSA Collective settlement payments and Mid-Contract Rate Reduction Class settlement payments will be made after the settlement is approved by the Court and becomes final.

It may take time for the settlement to be approved and become final. Please be patient and, for updates, check [\[insert website\]](#).

**THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in this case?**

Yes, for purposes of settlement, the Court has appointed Alexander T. Ricke and J. Austin Moore of Stueve Siegel Hanson LLP and Kim D. Stephens and Kaleigh N. Boyd of Tousley Brain Stephens PLLC to represent the FLSA Collective and the Mid-Contract Rate Reduction Class. At your own cost and expense, if you want someone other than Class Counsel to represent you in this Lawsuit, you may hire your own lawyer .

**14. How will Class Counsel and the Named Plaintiffs be paid?**

Class Counsel have undertaken this case on a contingency-fee basis and have not yet been paid any money in relation to their work on this case. Accordingly, Class Counsel will ask the Court to award them attorneys' fees to be paid from the settlement fund of up to one-third (33.33%) of the settlement fund, and reimbursement for costs and expenses up to \$[\[XXXX\]](#). You will not have to separately pay any portion of these fees and costs.

Class Counsel will also ask the Court to award each of the Named Plaintiffs a \$5,000 service award to be paid from the settlement fund. This payment is in recognition of their work on, and the risks they took in bringing, this case.

The Court will decide the amount of fees and costs and expenses to be paid, as well as the amount of the service awards. Class Counsel's request for attorneys' fees and costs (which must be approved by the Court) will be filed by [\[DATE\]](#) and will be available after that date to view on the settlement website at [\[insert website\]](#).

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

Because you previously opted into the FLSA Collective by signing and filing your Consent to Join form, you cannot request exclusion from the FLSA Collective.. You can request exclusion from the Mid-Contract Rate Reduction Class.

If you are a Mid-Contract Rate Reduction Class Member, and you want to keep any right you may have to sue, or continue suing, NuWest on your own based on the claims raised in this case, you must take steps to exclude yourself from the Mid-Contract Rate Reduction class. This is called excluding yourself from—or “opting out” of—the settlement. If you exclude yourself from the Mid-Contract Rate Reduction Class, your claims may be time-barred, and you may not be able to further pursue them.



**15. How do I exclude myself from the Mid-Contract Rate Reduction Class?**

To exclude yourself from the Mid-Contract Rate Reduction Class, you must mail the Settlement Administrator written notice of a request for exclusion, which includes:

- (1) The case name *Hamilton v. NuWest Group Holdings, LLC*, Case No. 2:22-cv-01117-RSM pending in the U.S. District Court for the Western District of Washington or similar identifying words such as “NuWest Wage Lawsuit;”
- (2) Your name, address, and telephone number;
- (3) A clear statement you want to be excluded from the Mid-Contract Rate Reduction Class, such as “I hereby request to be excluded from the proposed Rate Reduction Class in in *Hamilton v. NuWest Group Holdings, LLC*, Case No. 2:22-cv-01117-RSM pending in the U.S. District Court for the Western District of Washington”; and
- (4) Your signature.

The exclusion request must be **postmarked** and sent to the Settlement Administrator at the following address by **[90 days from the mailing of the notice]**:

Settlement Administrator  
Address  
Address  
City, State, Zip

You cannot exclude yourself by telephone or by email.

**16. If I exclude myself from the Mid-Contract Rate Reduction Class, can I still get anything from the settlement?**

Yes, but only part of what you are potentially eligible to receive. If you exclude yourself from the Mid-Contract Rate Reduction Class, and you previously joined the FLSA Collective, you will still be mailed your share of the FLSA Collective settlement as listed on page one of this notice. But, if you exclude yourself from the Mid-Contract Rate Reduction Class, you are not eligible for any payment from that part of the settlement

**OBJECT TO THE SETTLEMENT**

**17. How do I object to the settlement?**

If you are a Mid-Contract Rate Reduction Class Member, you can tell the Court you do not agree with all, or any part, of the settlement, the requested attorneys’ fees and expenses, and/or the service awards. You can also give reasons why you think the Court should not approve any aspect of the settlement. If you excluded yourself from the mid-contract rate reduction claims, or you previously joined the FLSA Collective, you may not object to the settlement.

To object, you must mail written notice to the Settlement Administrator, as provided below, no later than **[90 days from the mailing of the notice]**, stating you object to the settlement in *Hamilton v. NuWest Group Holdings, LLC*, Case No. 2:22-cv-01117-RSM pending in the U.S.

## DRAFT NOTICE FOR FLSA COLLECTIVE AND MID-CONTRACT RATE REDUCTION CLASS

District Court for the Western District of Washington. The objection must also include the following additional information:

- (1) The case name *Hamilton v. NuWest Group Holdings, LLC*, Case No. 2:22-cv-01117-RSM pending in the U.S. District Court for the Western District of Washington or similar identifying words such as “NuWest Wage Lawsuit;”
- (2) Your name, address, and telephone number;
- (3) State with specificity the grounds for the objection, as well as any documents supporting the objection;
- (4) A statement about whether the objection applies only to you and your circumstances, to a specific subset of the class, or to the entire class;
- (5) The name and address of any attorneys representing you with respect to the objection;
- (6) A statement regarding whether you, or your attorney, intend to appear at the Final Approval Hearing; and
- (7) You, or your attorney’s, signature.

To be timely, written notice of an objection in the appropriate form must be mailed to the Settlement Administrator, or filed with the Court and served on counsel for the parties, no later than **[90 days from the mailing of the notice]** at the following address:

**Settlement Administrator**  
**Address**  
**Address**  
**City, State, Zip**

Unless otherwise ordered by the Court, any Mid-Contract Rate Reduction Class Member who fails to comply with the requirements for objecting in Section 7 of the Settlement Agreement shall waive, and forfeit, any, and all, rights he or she may have to appear separately, and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the case.

#### **18. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court you do not like something about the settlement. You can only object if you stay in the Rate Reduction Class (that is, you do not exclude yourself). If you object, you will still be bound by the settlement as approved by the Court.. Requesting exclusion is telling the Court you do not want to be part of the Mid-Contract Rate Reduction Class.

### **THE FINAL APPROVAL HEARING**

#### **19. When and where will the Court decide whether to approve the settlement?**

On **Month Day, 2025, at X:XX a.m.**, the Court will hold a Final Approval Hearing before the Honorable Ricardo S. Martinez in United States Courthouse, 700 Stewart Street, Seattle, WA 98101-9906 in Courtroom 13206.



At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and decide whether to approve: the settlement, Class Counsel's application for attorneys' fees, costs and expenses, and the service awards to Plaintiffs. If there are objections, the Court will consider them. Unless otherwise ordered by the court, the Court will also listen to those who have objected and have asked to speak at the hearing..

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing by videoconference or phone. Any change to the date and/or time of the Final Approval Hearing will be posted at **[insert website]**.

#### **20. Do I have to attend to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, at your own expense, you are welcome to attend. If you submit an objection, you do not have to come to Court to talk about it. As long as you submit your written objection on time, the Court will consider it.

### **IF YOU DO NOTHING**

#### **21. What happens if I do nothing?**

You will receive your settlement payment for the FLSA Collective allocation, even if you do nothing. However, if you have a mid-contract rate reduction claim, and you do nothing, you will not receive anything you may otherwise be eligible to receive if you are a member of the Mid-Contract Rate Reduction Class. All Mid-Contract Rate Reduction Class Members will be bound by the settlement and the release of claims, even if you do nothing with respect to those claims.

### **GETTING MORE INFORMATION**

#### **22. How do I get more information about the settlement?**

This notice summarizes the proposed settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement, as well as other, related documents are available at **[insert website]** by calling **[insert 1-800 number]** or by writing to:

**Settlement Administrator**

**Address**

**Address**

**City, State, Zip**

**PLEASE DO NOT TELEPHONE THE COURT, OR THE COURT'S CLERK OFFICE,  
REGARDING THIS NOTICE.**

# Exhibit 2

## DRAFT NOTICE FOR MID-CONTRACT RATE REDUCTION CLASS

## NuWest Travel Nurse Wage Settlement: for a Mid-Contract Rate Reduction.

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.*

A class and collective action settlement has been reached in a lawsuit against NuWest Group Holdings, LLC (“NuWest”) resolving claims for unpaid overtime and mid-contract pay rate reductions. If you are receiving this Notice, you are not a member of the FLSA Collective the Court conditionally certified on May 22, 2023 because you did not meet the collective definition or you did not file a Consent to Join form. On September 14, 2023, the deadline to file a Consent to Join form to participate in the FLSA Collective passed.

**.. Claim Your Share of the Fund for Mid-Contract Rate Reduction.** If NuWest reduced your pay in the middle of an assignment, you are eligible to claim part of this fund. The only way to be paid for a mid-contract rate reduction is to properly complete and submit a Claim Form by **[insert date]**.

**Your legal rights are affected whether you act, or do not act. Please carefully read this Notice.**

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
<b>CLAIM PAYMENT FOR MID-CONTRACT RATE REDUCTION</b>	If you are eligible to receive a settlement payment for a mid-contract rate reduction, you must submit, by mail or online, a properly completed Claim Form .	<b>[90 days from mailing the notice]</b>
<b>EXCLUDE YOURSELF FROM THE MID-CONTRACT RATE REDUCTION CLASS</b>	If you exclude yourself from the mid-contract rate reduction class, you will not receive a settlement payment for a rate reduction, but you will keep your right to sue, or continue suing, NuWest for the rate reduction claims. If you ask to exclude yourself, you will not be able to object to the parties’ settlement.	<b>[90 days from mailing the notice]</b>
<b>OBJECT</b>	<b>Only those who do not exclude themselves from the mid-contract rate reduction class may object.</b> If you do not exclude yourself from the mid-contract rate reduction class, you may tell the Court why you do not like the settlement. If the Court approves it, you will still be bound by the settlement. You will still receive settlement payment if you submit a properly completed and valid Claim Form, you will receive a settlement payment for the rate reduction.	<b>[90 days from mailing the notice]</b>
<b>DO NOTHING</b>	You will receive no settlement payment for a mid-contract rate reduction and you will still be bound by the settlement.	

## DRAFT NOTICE FOR MID-CONTRACT RATE REDUCTION CLASS

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case must still approve the settlement, the requested attorneys' fees and expenses, and the requested service awards. Unless the Court approves the settlement, and it becomes final, no settlement benefits or payments will be provided under the parties' settlement.

## BASIC INFORMATION

### 1. Why is this notice being provided?

You received this notice because you worked as a travel nurse for NuWest after January 1, 2020. A Court authorized this notice because you have a right to know how the parties' proposed settlement may affect your rights. This notice explains the nature of the litigation, the general terms of the proposed settlement, and what it may mean to you. This notice also explains your options with respect to the settlement.

### 2. What is this lawsuit about?

There are two types of claims at issue in this case.

First, there is a collective action for NuWest travel nurses who worked overtime and filed a Consent to Join the case (the "FLSA Collective"). The Plaintiffs allege NuWest violated the FLSA by excluding the value of their Housing and Meals & Incidentals stipends from travel nurses' "regular rate" of pay, and thus underpaid overtime wages. Only those who joined the FLSA Collective are included in this settlement with respect to their unpaid overtime claims. Those who did not join the collective action may be time barred from bringing further claims for unpaid overtime and wages under state and federal law.

Second, Plaintiffs assert claims for class-wide relief alleging NuWest offered travel nurses fixed-term assignments at a guaranteed rate of pay and, only after the employee accepted the assignment and incurred expenses necessary to begin the assignment (e.g., travel, housing, etc.), NuWest is alleged to have made demands to employees to accept less or be terminated. This is called the Mid-Contract Rate Reduction Class.

NuWest denies that it did anything wrong, and no court or other entity has made any judgment or other determination of any wrongdoing. Instead, Plaintiffs and NuWest have agreed to a settlement to avoid the risk, cost, and time of further litigation.

### 3. Why is the lawsuit a class and collective action?

The Court previously certified the FLSA Collective, which is why you previously may have received a notice in the mail, or by email. In a collective action under the FLSA, others may join the action. A class action is similar. In a class action, which is what the Mid-Contract Rate Reduction Class is, named plaintiffs sue on behalf of all people who have similar claims. Together, anyone who is included in the class are called class members. In a class action, one court resolves the issues for all class members. The parties have chosen to settle the class and collective actions, which is why you received this notice advising you about the settlement in this case.

## DRAFT NOTICE FOR MID-CONTRACT RATE REDUCTION CLASS

**4. Why is there a settlement?**

The Court has not decided in favor of Plaintiffs or NuWest. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to class members and those who joined the FLSA Collective.

**WHO IS INCLUDED IN THE SETTLEMENT?****5. How do I know if I am part of the settlement?**

You are not a member of the FLSA Collective because you did not meet the collective definition or you did not file a Consent to Join form.

If you worked for NuWest from January 1, 2020 until [date Settlement Agreement is signed] as a travel nurse, you are a member of the Rate Reduction Class.

**6. Are there exceptions to being included in the settlement?**

Yes. You cannot be a member of the FLSA Collective if you did not meet the collective definition or you did not file a Consent to Join form. Further, anyone who properly requests exclusion from the Mid-Contract Rate Reduction Class., will be excluded from the Mid-Contract Rate Reduction Class.

**7. What if I am still not sure whether I am part of the settlement?**

If you still have questions about whether or why you qualify for the Mid-Contract Rate Reduction Class, you may go to the Settlement Website at [insert website] or call the Settlement Administrator's toll-free number at [insert 1-800 number].

**THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY****8. What does the settlement provide?**

NuWest will pay \$4,400,000 into a settlement fund that will be used to pay all payments to members of the FLSA Collective and Mid-Contract Rate Reduction Class.

The settlement fund will also be used to pay the cost of settlement administration, Class Counsel's attorneys' fees and expenses, service awards to the named plaintiffs, and a reserve fund. After deducting the cost of settlement administration, Class Counsel's attorneys' fees and expenses, service awards to the named plaintiffs, and a reserve fund, the net fund will be allocated 85% to the FLSA Collective and 15% to the Rate Reduction Class. Class Counsel has allocated the fund in these proportions because they reflect the damages available to these two claims while accounting for the unique risks each faced.

- **Payments to FLSA Collective Members:** Members of the FLSA Collective will receive their *pro rata* share of the FLSA Collective settlement allocation based on each individual's overtime damages between May 2020 and the date the Settlement Agreement is executed.

## DRAFT NOTICE FOR MID-CONTRACT RATE REDUCTION CLASS

Based on NuWest's wage and hour records, overtime damages are measured by recalculating the regular rate of pay to include the Housing and Meals & Incidentals stipends and applying that to the overtime hours each individual worked.

- **Payments to Rate Reduction Class Members:** If you do not exclude yourself from the Mid-Contract Rate Reduction Class (the "Mid-Contract Rate Reduction Class Members"), there are two types of settlement payments available to the Mid-Contract Rate Reduction Class Members who submit a properly completed and valid Claim Form.
  - First, Documented Rate Reduction Claims will be those submitted by a Mid-Contract Rate Reduction Class Member who includes Assignment Agreement Letters, paystubs and wage records, communications with NuWest, and/or any other documents tending to reasonably show the Mid-Contract Rate Reduction Class Member experienced a mid-contract rate reduction and the amount of any loss.
  - Second, No Document Mid-Contract Rate Reduction Claims will be those submitted by a Mid-Contract Rate Reduction Class Member who identifies an assignment worked for NuWest between January 1, 2020 and [date the Settlement Agreement is signed], the name and location of the healthcare facility for the assignment, the dates of the assignment, and a description of the type of rate reduction experienced.
  - Documented Mid-Contract Rate Reduction Claims will be paid first up to 90% of the amount of the net settlement fund allocated to the Mid-Contract Rate Reduction Class. If the Documented Mid-Contract Rate Reduction Claims that have been adequately documented exceed the amount allocated to the Documented Mid-Contract Rate Reduction Claims, settlement proceeds will be allocated on a *pro rata* basis across the Documented Mid-Contract Rate Reduction Claims. The remainder of the portion of the net settlement fund allocated to the Mid-Contract Rate Reduction Class will be allocated evenly among all Mid-Contract Rate Reduction Class Members who submit a No Document Mid-Contract Rate Reduction Claim.

#### 9. What am I giving up if I do not request exclusion from the settlement?

As a member of the Mid-Contract Rate Reduction Class, you will release all claims that were, or could have been, asserted based on the facts alleged in the operative Complaint that pertain to mid-contract rate reductions during your time working as a NuWest travel nurse.

Section 9 of the parties' Settlement Agreement defines the scope of the release. You can view the Settlement Agreement on the Settlement Website at [insert website].

## HOW TO GET BENEFITS FROM THE SETTLEMENT

#### 10. How do I make a claim for a settlement payment as a Rate Reduction Class Member?

DRAFT NOTICE FOR MID-CONTRACT RATE REDUCTION CLASS

You must act if you want to receive a settlement payment as a Mid-Contract Rate Reduction Class Member.

To submit a claim for a payment as part of the Mid-Contract Rate Reduction Class, you must properly complete the Claim Form and submit it by [90 days from the mailing of the notice]. There are two options for submitting claims:

- (1) Submit Online: You may fill out and submit the Claim Form online [insert website]. This is the easiest way to submit a claim. You can also upload documents for a Documented Mid-Contract Rate Reduction Claim through the website.
- (2) Submit by Mail: There is a copy of the Claim Form attached to this Notice. Fill out your Claim Form, and mail it (including postage) to:

Settlement Administrator  
Address  
Address  
City, State, Zip

Properly completed and valid Claims Forms must be submitted online, or postmarked, by [90 days from the mailing of the notice]; otherwise, you will not be entitled to any payment as part of the Rate Reduction Class, but you will be bound by the Settlement Agreement.

**11. What happens if my contact information changes after I submit a claim?**

If, after you submit a Claim Form, you change your mailing address or email address, it is your responsibility to inform the Settlement Administrator about your updated information. You may notify the Settlement Administrator of any changes by calling [insert 1-800 number], or by writing to:

Settlement Administrator  
Address  
Address  
City, State, Zip

**12. When will I receive my settlement benefits?**

Mid-Contract Rate Reduction Class settlement payments will be made after the settlement is approved by the Court and becomes final.

It may take time for the settlement to be approved and become final. Please be patient and, for updates, check [insert website].

**THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in this case?**



## DRAFT NOTICE FOR MID-CONTRACT RATE REDUCTION CLASS

Yes, for purposes of settlement, the Court has appointed Alexander T. Ricke and J. Austin Moore of Stueve Siegel Hanson LLP and Kim D. Stephens and Kaleigh N. Boyd of Tousley Brain Stephens PLLC to represent the FLSA Collective and the Mid-Contract Rate Reduction Class. At your own cost and expense if you want someone other than Class Counsel to represent you in this Lawsuit, you may hire your own lawyer.

#### 14. How will Class Counsel and the Named Plaintiffs be paid?

Class Counsel have undertaken this case on a contingency-fee basis and have not yet been paid any money in relation to their work on this case. Accordingly, Class Counsel will ask the Court to award them attorneys' fees to be paid from the settlement fund of up to one-third (33.33%) of the settlement fund, and reimbursement for costs and expenses up to \$[XXXX]. You will not have to separately pay any portion of these fees and costs.

Class Counsel will also ask the Court to award each of the Named Plaintiffs a \$5,000 service award to be paid from the settlement fund. This payment is in recognition of their work on and the risks they took in bringing this case.

The Court will decide the amount of fees and costs and expenses to be paid, as well as the amount of the service awards. Class Counsel's request for attorneys' fees and costs (which must be approved by the Court) will be filed by [DATE] and will be available after that date to view on the settlement website at [insert website].

### EXCLUDING YOURSELF FROM THE SETTLEMENT

. You can request exclusion from the Mid-Contract Rate Reduction Class.

If you are a Mid-Contract Rate Reduction Class Member, and you want to keep any right you may have to sue, or continue suing, NuWest on your own based on the claims raised in this case, you must take steps to exclude yourself from the Mid-Contract Rate Reduction class. This is called excluding yourself from—or “opting out” of—the settlement. If you exclude yourself from the Mid-Contract Rate Reduction Class, your claims may be time-barred, and you may not be able to further pursue them.

#### 15. How do I exclude myself from the Rate Reduction Class?

To exclude yourself from the Mid-Contract Rate Reduction Class, you must mail the Settlement Administrator written notice of a request for exclusion, which includes:

- (1) The case name *Hamilton v. NuWest Group Holdings, LLC*, Case No. 2:22-cv-01117-RSM pending in the U.S. District Court for the Western District of Washington or similar identifying words such as “NuWest Wage Lawsuit;”
- (2) Your name, address, and telephone number;
- (3) A clear statement you want to be excluded from the Mid-Contract Rate Reduction Class, such as “I hereby request to be excluded from the proposed Rate Reduction Class in in *Hamilton v. NuWest Group Holdings, LLC*, Case No. 2:22-cv-01117-RSM pending in the U.S. District Cour for the Western District of Washington”; and
- (4) Your signature.



DRAFT NOTICE FOR MID-CONTRACT RATE REDUCTION CLASS

The exclusion request must be **postmarked** and sent to the Settlement Administrator at the following address by **[90 days from the mailing of the notice]**:

Settlement Administrator

Address

Address

City, State, Zip

You cannot exclude yourself by telephone or by email.

**16. If I exclude myself from the Mid-Contract Rate Reduction Class, can I still get anything from the settlement?**

. . No. If you exclude yourself from the Mid-Contract Rate Reduction Class, you are not eligible for any payment from the settlement

## **OBJECT TO THE SETTLEMENT**

**17. How do I tell the Court that I do not like the settlement?**

If you are a Mid-Contract Rate Reduction Class Member, you can tell the Court you do not agree with all or any part of the settlement, the requested attorneys' fees and expenses, and/or the service awards. You can also give reasons why you think the Court should not approve any aspect of the settlement. If you excluded yourself from the mid-contract rate reduction claims, you may not object to the settlement.

To object, you must mail written notice to the Settlement Administrator, as provided below, no later than **[90 days from the mailing of the notice]**, stating you object to the settlement in *Hamilton v. NuWest Group Holdings, LLC*, Case No. 2:22-cv-01117-RSM pending in the U.S. District Cour for the Western District of Washington. The objection must also include the following additional information:

- (1) The case name *Hamilton v. NuWest Group Holdings, LLC*, Case No. 2:22-cv-01117-RSM pending in the U.S. District Cour for the Western District of Washington or similar identifying words such as "NuWest Wage Lawsuit;"
- (2) Your name, address, and telephone number;
- (3) State with specificity the grounds for the objection, as well as any documents supporting the objection;
- (4) A statement about whether the objection applies only to you and your circumstances, to a specific subset of the class, or to the entire class;
- (5) The name and address of any attorneys representing you with respect to the objection;
- (6) A statement regarding whether you or your attorney intend to appear at the Final Approval Hearing; and
- (7) You or your attorney's signature.

## DRAFT NOTICE FOR MID-CONTRACT RATE REDUCTION CLASS

To be timely, written notice of an objection in the appropriate form must be mailed to the Settlement Administrator or filed with the Court and served on counsel for the parties no later than **[90 days from the mailing of the notice]** at the following address:

**Settlement Administrator**

**Address**

**Address**

**City, State, Zip**

Unless otherwise ordered by the Court, any Mid-Contract Rate Reduction Class Member who fails to comply with the requirements for objecting in Section 7 of the Settlement Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the case.

#### **18. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court you do not like something about the settlement. You can only object if you stay in the Mid-Contract Rate Reduction Class (that is, you do not exclude yourself). If you object, you will still be bound by the settlement as approved by the Court. Requesting exclusion is telling the Court you do not want to be part of the Mid-Contract Rate Reduction Class.

### **THE FINAL APPROVAL HEARING**

#### **19. When and where will the Court decide whether to approve the settlement?**

On **Month Day, 2025, at X:XX a.m.**, the Court will hold a Final Approval Hearing before the Honorable Ricardo S. Martinez in United States Courthouse, 700 Stewart Street, Seattle, WA 98101-9906 in Courtroom 13206.

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and decide whether to approve: the settlement, Class Counsel's application for attorneys' fees, costs and expenses, and the service awards to Plaintiffs. If there are objections, the Court will consider them. Unless otherwise ordered by the Court, the Court will also listen to those who have objected and have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing by videoconference or phone. Any change to the date and/or time of the Final Approval Hearing will be posted at **[insert website]**.

#### **20. Do I have to attend to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, at your own expenses, you are welcome to attend. If you submit an objection, you do not have to come to Court to talk about it. As long as you submit your written objection on time the Court will consider it.

### **IF YOU DO NOTHING**

**21. What happens if I do nothing?**

If you do nothing, you will not receive anything you may otherwise be eligible to receive as a member of the Mid-Contract Rate Reduction Class. All Mid-Contract Rate Reduction Class Members will be bound by the settlement and the release of claims, even if you do nothing with respect to those claims.

**GETTING MORE INFORMATION**

**22. How do I get more information about the settlement?**

This notice summarizes the proposed settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [insert website] by calling [insert 1-800 number] or by writing to:

Settlement Administrator

Address

Address

City, State, Zip

**PLEASE DO NOT TELEPHONE THE COURT, OR THE COURT'S CLERK OFFICE,  
REGARDING THIS NOTICE.**

# Exhibit 3

Must be postmarked  
or submitted online  
NO LATER THAN  
[90 DAYS FROM  
MAILING NOTICE]

NUWEST SETTLEMENT  
ADDRESS  
ADDRESS  
CITY, STATE, ZIP

## NuWest Mid-Contract Rate Reduction Claim Form

### SETTLEMENT BENEFITS – WHAT YOU MAY GET

A class action settlement has been reached in a lawsuit against NuWest Group Holdings, LLC (“NuWest”) related to allegations that NuWest cut travel nurses’ pay in the middle of their assignments. This claim is called a Mid-Contract Rate Reduction throughout this Claim Form. If you want to be paid for a Mid-Contract Rate Reduction, you must submit this Claim Form online [insert website] or by mailing this Claim Form to the settlement administrator.

**You may submit a claim online at [insert website],** or you can complete and mail this Claim Form to the mailing address above. To receive any of the below benefits, you must submit the Claim Form below by mail or submit a claim online by [90 days from mailing].

**Payments to Rate Reduction Class Members:** There are two types of settlement payments available to Mid-Contract Rate Reduction Class Members who submit a valid Claim Form.

1. **Documented Mid-Contract Rate Reduction Claims:** Documented Mid-Contract Rate Reduction claims will be those submitted by a Mid-Contract Rate Reduction Class Member who includes Assignment Agreement Letters, paystubs and wage records, communications with NuWest, and any other documents tending to reasonably show the Mid-Contract Rate Reduction Class Member experienced a mid-contract rate reduction and the amount of the loss. If you experienced a mid-contract rate reduction while working as a travel nurse for NuWest between January 1, 2020 and [date the Settlement Agreement is signed], and you have documents showing your pay was reduced in the middle of a contract, you must submit this Claim Form, check the Documented Mid-Contract Rate Reduction Claim box, and attach or upload your supporting documents.
2. **No Document Mid-Contract Rate Reduction Claims:** Even if you do not have documents supporting that you experienced a mid-contract rate reduction, you can still submit a No Document Mid-Contract Rate Reduction Claim. If you experienced a mid-contract rate reduction while working as a travel nurse for NuWest between January 1, 2020 and [date the Settlement Agreement is signed], you must submit this Claim Form, check the No Document Mid-Contract Rate Reduction Claim box, and identify the date and location of your assignment and describe the nature of your rate reduction.

Documented Mid-Contract Rate Reduction Claims will be paid first up to 90% of the amount of the net settlement fund allocated to the Mid-Contract Rate Reduction Class. The remainder of the portion of the net settlement fund allocated to the Mid-Contract Rate Reduction Class will be allocated evenly among all Mid-Contract Rate Reduction Class Members who submit a No Document Mid-Contract Rate Reduction Claim

\* \* \*

**Claims must be submitted online or mailed by [90 days from mailing].**

*Please note: the Settlement Administrator may contact you to request additional documents to process your claim.*

**Settlement benefits will be distributed only after the Settlement is approved by the Court. There is not a date certain when that will occur. You can always check for updates on the settlement at [insert website].**

## Your Information

*We will use this information to contact you and process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by emailing [insert email].*

<b>1. NAME:</b>	First	Middle Initial	Last
<b>2. MAILING ADDRESS:</b>	Street Address		
	Apt. No.		
	City		
	State		
	Zip		
<b>3. PHONE NUMBER:</b>			
<b>4. EMAIL ADDRESS:</b>			
<b>5. UNIQUE ID provided on notice (if known):</b>			

## Documented Mid-Contract Rate Reduction Claim

If you worked an assignment as a travel nurse for NuWest between January 1, 2020 and [date the Settlement Agreement is signed], and had your pay reduced in the middle of the assignment, you are eligible to submit a Documented Mid-Contract Rate Reduction Claim. You should select this option if you **do have** documents supporting your mid-contract rate reduction.

Did you experience a mid-contract rate reduction at NuWest and do you have supporting documents?

Yes ☐ (Please sign attestation below)

*By checking the above box and submitting a Documented Rate Reduction Claim, I acknowledge that the amount and availability of this benefit is dependent on the number of individuals who submit valid claims and may be significantly reduced.*

Please identify below:

- (1) the name and location of the healthcare facility for the NuWest assignment where you experienced a mid-contract rate reduction;
- (2) the approximate dates of the assignment;
- (3) a general description of the type of mid-contract rate reduction you experienced and an estimate the amount of your lost wages; and
- (4) please identify the supporting documents you are submitting and explain how they establish the amount of your lost wages. Examples of supporting documents would be your original and modified NuWest Assignment Agreement Letters, paystubs showing decreased pay rates, and communications with your NuWest recruiter.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## No Document Mid-Contract Rate Reduction Claim

If you worked as an assignment as a travel nurse for NuWest between January 1, 2020 and [date the Settlement Agreement is signed], and had your pay reduced in the middle of the assignment, you are eligible to submit a No Document Mid-Contract Rate Reduction Claim. You should only select this option if you **do not have** documents supporting your mid-contract rate reduction.

Did you experience a mid-contract rate reduction at NuWest?

Yes ☐ (Please sign attestation below)

*By checking the above box and submitting a No Document Mid-Contract Rate Reduction Claim, I acknowledge that the amount and availability of this benefit is dependent on the number of individuals who submit valid claims and may be significantly reduced.*

Please identify below:

- (1) the name and location of the healthcare facility for the NuWest assignment where you experienced a mid-contract rate reduction;
- (2) the dates of the assignment; and
- (3) a general description of the type of mid-contract rate reduction you experienced and estimate the amount of your lost wages.

[illegible]

*By checking the above box and submitting a No Document Rate Reduction Claim, I acknowledge that the amount and availability of this benefit is dependent on the number of individuals who submit valid claims and may be significantly reduced.*



## Signature

I affirm under the laws of the United States that the information supplied in this Claim Form is true and correct to the best of my knowledge and that any documents that I have submitted in support of my claim are true and correct copies of original documentation.

I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete.

**Signature:**

**Date:**

**Print Name:**

REMINDER: You can submit your claim online at **[insert settlement website]**. If you choose to submit your claim by mail, this form must be completed, signed, and sent to the Settlement Administrator, postmarked no later than **[90 days from mailing of the notice]**, and addressed to:

Settlement Administrator  
Address  
Address  
CITY, STATE, ZIP