

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 Moskovitz 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

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

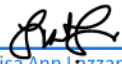
ON BEHALF OF PLAINTIFFS: Kiana Howell

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

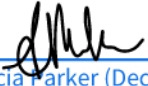
ON BEHALF OF PLAINTIFFS: Dana McDermott

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