

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

**PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL
OF CLASS AND COLLECTIVE
ACTION SETTLEMENT**

NOTE ON MOTION CALENDAR:

July 11, 2025

PLAINTIFFS' UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS AND COLLECTIVE ACTION
SETTLEMENT - i

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INTRODUCTION

The Court granted Plaintiffs’ motion to preliminarily approve and send notice of this non-reversionary \$4.4 million class action settlement to thousands of travel nurses. In doing so, the Court found that it would likely be able to approve the settlement as fair, reasonable, and adequate under Rule 23(e). Class members’ reaction confirms that the Court’s preliminary approval order was well founded. There have been no objections to the settlement and no requests for exclusion.¹ The lack of opposition from class members—the people being paid and releasing claims as a part of this settlement—confirms what the objective metrics demonstrate: this settlement is fair, reasonable, and adequate, the Court should finally approve it.

This \$4.4 million settlement resolves claims against NuWest under the Fair Labor Standards Act and various state laws based on two theories of liability. First, Plaintiffs allege that NuWest violated the FLSA by categorizing significant portions of its travel nurses’ compensation as stipends and then excluding the value of those stipends from their regular rate of pay resulting in unpaid overtime. The settlement with respect to these claims is limited to those approximately 2,300 individuals who filed a Consent to Join in response to the Court’s conditional certification Order. Net of all fees and costs, the average settlement check for these workers is approximately \$980, and the highest settlement check is over \$9,000. There is no claims process for the FLSA claims; instead, upon approval, checks will issue automatically.

Second, Plaintiffs allege that NuWest violated state laws by engaging in a pattern and practice of making take-it-or-leave-it demands that its nurses accept lower pay than originally promised in the middle of their contracts or be terminated. With a few days left in the claims

¹ The Settlement Agreement afforded class members a lengthy 90-day window to object to, request exclusion from, and submit claims under the Settlement Agreement. That period will conclude on June 30, 2025, which is 11 days prior to the fairness hearing. Plaintiffs will supplement the record prior to the final approval hearing to the extent any objections or requests for exclusion are received.

1 period (June 30, 2025), 413 class members have submitted claims, which would result in
 2 projected average payments of approximately \$3,000 *per capita* for those 123 class members
 3 who submitted claims supported by documents evidencing a mid-contract rate reduction and
 4 projected average payments of approximately \$140 *per capita* for the 290 class members who
 5 simply attested to suffering a mid-contract rate reduction.

6 Plaintiffs request the Court grant final approval so that these meaningful settlement
 7 payments can issue to the thousands of deserving workers covered by the Settlement Agreement.

8 **KEY SETTLEMENT TERMS²**

9 **I. THE \$4,400,000 NON-REVERSIONARY COMMON FUND**

10 In exchange for the releases described below, NuWest will pay \$4,400,000 into a
 11 Qualified Settlement Fund administered by Analytics Consulting LLC. That common fund will
 12 be used to pay class and collective members, the cost of notice and settlement administration
 13 (\$94,701), service awards for the 12 named plaintiffs (\$5,000 each), Class Counsel's attorneys'
 14 fees (one-third of the fund) and expenses (\$82,809.62), and a modest reserve fund (\$5,000). *See*
 15 *Sett. Agrmt.*, ECF No. 128-1 ¶¶ 1.15, 1.26. In terms of scope, only FLSA Collective Members
 16 and Mid-Contract Rate Reduction Class Members will release claims through this settlement.³
 17 The FLSA Collective Members are the approximately 2,300 NuWest travel nurses with overtime
 18 claims who previously filed a Consent to Join in the case. *Id.* at ¶ 1.14. Mid-Contract Rate
 19 Reduction Class Members are all persons who are, or have been, employed by NuWest at any
 20 point from January 1, 2020 through December 20, 2024 as travel nurses and who worked all or
 21 part of an assignment for NuWest as a travel nurse. *Id.* at ¶ 1.20. By definition, FLSA Collective
 22

23 ² Plaintiffs summarize the key terms of the Settlement Agreement here. The full Settlement
 24 Agreement was previously filed (*see* ECF No. 128-1), and Plaintiffs explained the terms at length
 in connection with preliminary approval (*see* ECF No. 127 at 6–9).

25 ³ Individuals who did file a Consent to Join the FLSA Collective and who are not Mid-Contract
 Rate Reduction Class Members will not release any claims.

Members are also Mid-Contract Rate Reduction Class Members. The net fund (the gross amount less Court approved payments for settlement administration, service awards, and Class Counsel's fees and expenses), will be allocated 85% to the FLSA Collective Members and 15% Mid-Contract Rate Reduction Class Members. *Id.* at ¶ 4.5.

The FLSA Collective Members share of the net settlement fund will be allocated *pro rata* based on individuals' overtime damages under the FLSA, but with each individual allocated at least \$100. There will be no claims process for the FLSA Collective Members to receive the overtime portion of their settlement shares. Following final approval, they will simply be mailed a check. *Id.* Those checks are meaningful. The average *per capita* check for an FLSA Collective Member will be approximately \$980 net of all fees and costs. The highest settlement check will be more than \$9,000, and more than 300 FLSA Collective Members will receive over \$2,000. Ricke Decl. at ¶¶ 5–6.

Mid-Contract Rate Reduction Class Members can submit two types of claims under the settlement. Those class members with documented wage losses due to a mid-contract rate reduction are eligible to claim a *pro rata* portion of 90% of the Mid-Contract Rate Reduction Class settlement allocation. With a few days left in the claims period (June 30, 2025), 123 Mid-Contract Rate Reduction Class Members have submitted claims supported by documentation. Applying that claims rate, the average estimated settlement check for these workers will be approximately \$3,000. Those Mid-Contract Rate Reduction Class Members who attest they experienced a mid-contract rate reduction but do not have documents supporting losses can likewise submit a claim for an even portion of the remaining 10% of the allocation. *Id.* Again, as it stands, 290 Mid-Contract Rate Reduction Class Members have submitted claims simply

1 attesting to a mid-contract rate reduction, which results in an average check of approximately
 2 \$140 for these nurses. Ricke Decl. at ¶¶ 7–11

3 All settlement payments made to FLSA Collective Members and Mid-Contract Rate
 4 Reduction Class Members will be treated as 35% wages (reported on an IRS Form W-2) and
 5 65% penalties and interest (reported on an IRS Form 1099). Sett. Agrmt. at ¶ 4.6.

6 **II. THE SCOPE OF THE RELEASE**

7 The FLSA Collective Members and Mid-Contract Rate Reduction Class Members both
 8 will release claims that are reasonably tailored to the claims for which those workers are being
 9 compensated. First, FLSA Collective Members will release claims that were or could have been
 10 asserted based on the facts alleged in the operative Complaint through the date of the Settlement
 11 Agreement. *Id.* at ¶ 9.1. The release for FLSA Collective Members (all of whom have already
 12 filed a Consent to Join the case) is broader than the Mid-Contract Rate Reduction Class release,
 13 which is limited to mid-contract rate reduction claims and any other claims related to or arising
 14 from those claims that were or could have been asserted based on the facts alleged in the operative
 15 Complaint through the date the Settlement Agreement. *Id.* Importantly, Mid-Contract Rate
 16 Reduction Class Members will not release FLSA claims unrelated to the rate reduction through
 17 this settlement unless they are also FLSA Collective Members.⁴

18 **III. THE RESULTS OF THE NOTICE PROCESS**

19 On April 1, 2025, Analytics mailed individualized notices to each FLSA Collective
 20 Member and each Mid-Contract Rate Reduction Class Member. Because the groups are releasing
 21 different claims, one type of notice was mailed to FLSA Collective Members (*see* Mitchell Decl.
 22 at Exhibit A) and another type of notice was mailed to Mid-Contract Rate Reduction Class
 23

24 ⁴ NuWest has agreed to class certification and to not challenge the conditional collective action
 25 certification for settlement purposes only. If the Court does not approve the settlement, NuWest
 26 reserves the right to contest class certification and to seek to decertify the collective action.

Members—in other words, those class members who did not previously file a Consent to Join) (see Mitchell Decl. at Exhibit B). Both groups were also sent a copy of the Claim Form to make a claim against the portion of the fund allocated to mid-contract rate reduction claims (see Mitchell Decl. at Exhibit C). Out of 8,636 unique individuals covered by both groups, 144 notices were returned with an updated address and were remailed. Another 883 notices were returned without a forwarding address but 395 new addresses were identified following a skip trace and were remailed. Out of 8,636 class members, only 488 notices (or 5%) were ultimately undeliverable. This represents an approximately 95% successful notice rate by direct, individualized notice through U.S. Mail. Mitchell Decl. at ¶¶ 8–10.

The 90-day window to object, request exclusion (for Mid-Contract Rate Reduction Class Members who are not FLSA Collective Members), and submit claims runs on June 30, 2025. To date, no class members have objected or requested exclusion. Mitchell Decl. at ¶ 13. Further, there have been 413 claims submitted to Analytics. 123 of the claims are supported by documents and entitled to participate in 90% of the Mid-Contract Rate Reduction Class allocation. Sett. Agrmt. at ¶ 4.5. Another 290 claims are supported only by an attestation as to a mid-contract rate reduction and are entitled to participate in 10% of the Mid-Contract Rate Reduction Class allocation. *Id.* Although the claims have not yet been approved and allocated specific amounts, all claims submitted have been submitted by verified class members. Mitchell Decl. at ¶ 12. In other words, these are not fraudulent claims from non-class members.

ARGUMENT

I. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

Settlements of both class actions and collective actions require final judicial approval. Class actions require analysis of Rule 23(e)'s factors to ensure the settlement is fair, reasonable, and adequate. *See* Fed. R. Civ. P. 23(e)(2); *Stedman v. Progressive Direct Ins. Co.*, 2023 WL 5974865, at *3 (W.D. Wash. Sept. 14, 2023). Likewise collective action settlements require the

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1 Court to confirm that the agreement is a fair and reasonable resolution of a *bona fide* dispute
 2 under the FLSA. *Chery v. Tegria Holdings LLC*, 2024 WL 3730981, at *2 (W.D. Wash. July 31,
 3 2024); *see also Kerzich v. County of Tuolumne*, 335 F. Supp. 3d 1179, 1183 (E.D. Cal. 2018)
 4 (“Because an employee cannot waive claims under the FLSA, they may not be settled without
 5 supervision of either the Secretary of Labor or a district court.”). Because the issues are related,
 6 Plaintiffs address approval of both the class and collective claims in the context of Rule 23(e)’s
 7 more extensive requirements.

8 In connection with preliminary approval, the Court found it would likely be able to
 9 approve the settlement as fair, reasonable, and adequate under Rule 23 and that the settlement
 10 was a fair and reasonable resolution of a *bona fide* dispute under the FLSA. ECF No. 129 at ¶¶ 2,
 11 11. There is no reason for the Court to deviate from its sound findings. In fact, that no class
 12 members have objected to or requested exclusion from the Settlement with only a few days
 13 remaining in the 90-day notice period reinforces that the Court’s findings were correct. Mitchell
 14 Decl. at ¶ 13; *Nat’l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529
 15 (C.D. Cal. 2004) (“The absence of a single objection to the Proposed Settlement provides further
 16 support for final approval of the Proposed Settlement.”).

17 **A. The settlement is fair, reasonable, and adequate.**

18 Under Rule 23(e)(2), a court may approve a settlement as “fair, reasonable, and adequate”
 19 after considering whether: (1) “the class representative and class counsel have adequately
 20 represented the class”; (2) “the proposal was negotiated at arm’s length”; (3) “the relief provided
 21 for the class is adequate”; and (4) “the proposal treats class members equitably relative to each
 22 other.” The court also considers the factors identified by the Ninth Circuit in *Churchill Village,*
 23 *LLC v. General Electric*, 361 F.3d 566, 575 (9th Cir. 2004), which largely overlap with the Rule
 24 23(e)(2) factors. These factors, addressed in turn below, support final approval.

25
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1. Plaintiffs and their counsel have and will represent the class and collective members adequately.

The first Rule 23(e)(2) factor considers whether the class representatives and counsel have provided adequate representation. Fed. R. Civ. P. 23(e)(2)(A). Courts analyze this factor in the same manner that they evaluate adequacy under Rule 23(a)(4). *See O'Connor v. Uber Techs., Inc.*, 2019 WL 1437101, at *6 (N.D. Cal. Mar. 29, 2019). Adequacy is satisfied when (1) the named plaintiff and counsel have no conflicts with the class; and (2) plaintiff will “prosecute the action vigorously.” *Staton v. Boeing Co.*, 327 F.3d 938, 957 (9th Cir. 2003).

The best indication of adequacy is that Plaintiffs engaged counsel who have obtained a favorable result for class and collective members. As discussed below, this \$4.4 million, non-reversionary settlement will make meaningful payments to collective members (approximately \$980 *per capita* on average with the highest payment exceeding \$9,000) and have created a claims process for Mid-Contract Rate Reduction Members that will make estimated payments of around \$3,000 *per capita* on average to class members with claims supported by documents and \$140 *per capita* on average to class members with claims supported only by attestation.⁵ Class Counsel have significant experience litigating wage and hour class and collective actions and they believe this settlement represents a strong result for the workers.⁶ *See* Class Counsel Decl., ECF No. 131 at ¶¶ 2–18. This factor supports final approval of the settlement.

⁵ With respect to the Mid-Contract Rate Reduction estimates, these estimated payments are projections based on the claims information submitted as of this filing recognizing that there are three days left in the claims period. Ricke Decl. at ¶¶ 6, 11.

⁶ After winning a class and collective jury verdict for meat-packing plant workers, Judge Marten (Ret.) of the District of Kansas observed of the wage and hour lawyers at Stueve Siegel Hanson that “it appears that plaintiffs’ counsel’s experience in wage hour class actions has unmatched depth.” *Garcia v. Tyson Foods, Inc.*, 2012 WL 5985561, at *4 (D. Kan. Nov. 29, 2012), *aff’d*, 770 F.3d 1300 (10th Cir. 2014).

2. The settlement is the product of arm's-length negotiations.

The second Rule 23(e)(2) factor asks whether “the proposal was negotiated at arm’s length.” Fed. R. Civ. P. 23(e)(2)(B). The answer here is yes. The parties reached the settlement after two separate, full-day, arm’s-length mediations overseen by experienced mediator Professor Lynn Cohn of Northwestern University Pritzker School of Law. *See In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 948 (9th Cir. 2011) (noting that the “presence of a neutral mediator . . . weigh[s] in favor of a finding of non-collusiveness”); *Torres v. Mercer Canyons, Inc.*, 2017 WL 11675391, at *2 (E.D. Wash. Mar. 29, 2017) (same).

Further, mediation occurred only after collective certification and exchange of necessary information to value the claims. Before entering mediation, the parties engaged in extensive informal and formal discovery, which provided Class Counsel with sufficient information to reach a well-informed settlement. *See also Nat’l Rural Telecommc’ns, Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004) (“A settlement following sufficient discovery and genuine arms-length negotiation is presumed fair.”); *Couser v. Comenity Bank*, 125 F. Supp. 3d 1034, 1042 (S.D. Cal. 2015) (“[A]s long as the parties have sufficient information to make an informed decision about settlement, ‘formal discovery is not a necessary ticket to the bargaining table.’” (quoting *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1239 (9th Cir. 1998))).

Lastly, Class Counsel’s view that the settlement is fair, reasonable, adequate further supports settlement approval. Class Counsel have decades of wage and hour experience and have successfully litigated many complex employment and wage and hour matters such as this one to favorable resolutions. *See* Class Counsel Decl., ECF No. 131 at ¶¶ 2–18; *Nat’l Rural Telecommc’ns Coop.*, 221 F.R.D. at 528 (noting that courts should give “[g]reat weight . . . to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation” (quoting *In re Painwebber Ltd. P’ships Litig.*, 171 F.R.D. 104, 125 (S.D.N.Y. 1997))). The second Rule 23(e)(2) factor supports final approval.

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1 **3. The settlement provides adequate relief for the class and collective.**

2 The third Rule 23(e)(2) factor focuses on the adequacy of the relief provided to the class.
 3 *See* Fed. R. Civ. P. 23(e)(2)(C). When determining whether such relief is adequate, courts
 4 consider: (1) “the costs, risks, and delay of trial and appeal”; (2) “the effectiveness of any
 5 proposed method of distributing relief to the class, including the method of processing class-
 6 member claims”; (3) “the terms of any proposed award of attorney’s fees, including timing of
 7 payment”; and (4) “any agreement required to be identified under Rule 23(e)(3).” Fed. R. Civ. P.
 8 23(e)(2)(C).

9 **a. The relief class and collective members will receive presents a**
 10 **fair compromise given the costs, risks, and delay of trial and**
 11 **appeal.**

12 The Settlement Agreement creates a \$4.4 million non-reversionary settlement fund. *Sett.*
 13 *Agmt.* at ¶ 1.26. It allocates 85 percent of the net settlement fund to FLSA Collective Members
 14 and the remaining 15 percent to Mid-Contract Rate Reduction Class Members.⁷ *Id.* at ¶ 4.5(a).
 15 Class Counsel’s damages analysis—created using complete wage data for the overtime claims
 16 and a sampling and exhaustive manual review of wage documents for the mid-contract rate
 17 reduction claims—showed that various levels of exposure for NuWest depending on the
 18 assumptions made. *Ricke Decl.* at ¶¶ 5–11.

19 For example, if the damages on the overtime claims were cut-off in mid-2022 (*i.e.*,
 20 crediting NuWest’s alleged “de-coupling” of stipends and hours worked), Class Counsel
 21 calculated NuWest’s exposure for unpaid overtime *and* liquidated damages under the FLSA as
 22 \$3.63 million. In Class Counsel’s view, these damages are strong under the Ninth Circuit’s

23
 24

 25 ⁷ The net settlement amount is the gross amount, \$4,400,000, minus deductions for the cost of
 settlement administration, the approved attorney fees and expenses, the approved service awards
 to Plaintiffs, and a modest reserve fund. *Sett. Agmt.* at ¶ 1.15.

1 *Clarke* decision. That said, although less certain, the damages on the FLSA claims could be much
2 higher if Plaintiffs' other theories of liability were successful. For example, Plaintiffs alleged that
3 NuWest's practice of cutting stipends mid-contract showed that these stipends actually
4 functioned as wages (and not as expense reimbursement). Ricke Decl. at ¶ 6.

5 With respect to the mid-contract rate reduction claims, damages were less certain and
6 potentially varied considerably based on contested factual and legal positions of the parties.
7 NuWest provided comprehensive documentary and wage information on a ten percent sample of
8 the FLSA opt-ins, which was used to extrapolate a mid-contract rate reduction occurrence rate
9 and average damage amount for a putative Rule 23 nationwide class. Ricke Decl. at ¶ 7.

10 NuWest initially provided a summary of the assignment agreements or contracts signed
11 by each nurse. Class Counsel cross-referenced the summary with each nurse's pay data to identify
12 and calculate the potential damages for all apparent mid-contract rate reductions. This analysis
13 was based on the face of the data and the summary—irrespective of the potential rationales for
14 rate reductions. This analysis resulted in a maximum potential exposure of \$12,140,343. NuWest
15 then provided a contract overlay for each nurse in the sample identified as having potentially
16 experienced a mid-contract rate reduction. Following manual review of the contracts, the
17 maximum potential exposure was revised down to approximately \$5.4 million. The contract
18 overlay indicated that certain mid-contract rate reductions from the initial analysis were, for
19 example, rate reductions occurring between contracts or as part of contract negotiations—not
20 necessarily fraudulent or improper reductions occurring in the middle of a nurse's assignment.
21 NuWest contested the revised estimate, contending that its maximum exposure was closer to \$1
22 million (notwithstanding its various legal arguments that it contended were dispositive). NuWest
23 argued that it could explain most of the remaining mid-contract rate reductions, claiming, for
24 example, certain mid-contract rate reductions were in fact the byproduct of a nurse agreeing to
25

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1 extend their assignments at a lower rate. The parties did not resolve their differences on this issue,
 2 and this damages estimate is still hotly contested. Ricke Decl. at ¶ 8.

3 In Class Counsel’s view, allocating the net fund in proportion to the strength of the two
 4 groups’ base-line damages was appropriate. This resulted in the 85% allocation to the FLSA
 5 Collective and 15% allocation to the Mid-Contract Rate Reduction Class. This allocation reflects
 6 that proportional base-line damages spread as well as the relative strength of the claims. Ricke
 7 Decl. at ¶¶ 5–11. As explained above, the average projected settlement payments for these
 8 various groups are significant—\$980 *per capita* on average for FLSA Collective Members and
 9 \$3,000 and \$140 *per capita* on average for Mid-Contract Rate Reduction Class Members with
 10 claims supported by documents and attestation, respectively. *Id.*

11 This settlement is thus a strong result given the costs, risk, and delay that would come
 12 with continued litigation. *See* Fed. R. Civ. P. 23(e)(2)(C)(i); *In re LinkedIn User Privacy Litig.*,
 13 309 F.R.D. 573, 587 (N.D. Cal. 2015) (“Immediate receipt of money through settlement, even if
 14 lower than what could potentially be achieved through ultimate success on the merits, has value
 15 to a class, especially when compared to risky and costly continued litigation.”). If litigation were
 16 to proceed, there is a risk that the Court might not certify the class or might decertify the
 17 collective. *See Acosta v. Trans Union, LLC*, 243 F.R.D. 377, 392 (C.D. Cal. 2007) (“The value
 18 of a class action ‘depends largely on the certification of the class,’ and . . . class certification
 19 undeniably represents a serious risk for plaintiffs in any class action lawsuit.” (quoting *In re*
 20 *GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 802 (3d Cir. 1995))).

21 Moreover, although Class Counsel believe in the strength of the case, orders in similar
 22 cases (involving allegations that an employer engaged in and failed to disclose a pattern and
 23 practice of reducing travel nurses’ wages mid-contract) show that uncertainty remains. *See, e.g.*,
 24 *Egan v. Fastaff, LLC*, 2024 WL 719006 (D. Colo. Jan. 31, 2024) (denying motion to dismiss as
 25 to portion of travel nurses’ complaint alleging tort-based bait-and-switch claims but granting it

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as to contract-based claims). Additionally, even though the overtime claims here are similar to those at issue in *Clarke*, Plaintiffs still would have had to survive a decertification motion, defeat summary judgment, and prevail at trial. In addition to carrying risk, it also would take years before these workers were paid. The “tangible, immediate benefits” of settlement outweigh the uncertainties, expense, and delays associated with continued litigation. *Ebarle v. Lifelock, Inc.*, 2016 WL 234364, at *8 (N.D. Cal. Jan. 20, 2016); *see also DIRECTV*, 221 F.R.D. at 526 (“In most situations, unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results.”).

b. Class and collective members are eligible for relief through straightforward processes.

FLSA Collective Members need not file claim forms to receive a settlement payment. Instead, they will automatically receive a check for their settlement amounts following final approval. Sett. Agmt. at ¶ 4.5(b).

Mid-Contract Rate Reduction Class Members are required to submit claims to be eligible for payments. *Id.* These class members could make one of two types of claims: (1) a “Documented Mid-Contract Rate Reduction Claim,” which requires documentation that tends to reasonably establish the class member experienced a mid-contract rate reduction and the amount of the loss; or (2) a “No Document Mid-Contract Rate Reduction Claim,” which requires only the identification of an assignment worked for NuWest during the class period, 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. Sett. Agmt. ¶ 4.5(c). With three days remaining in the claims period, class members have submitted 413 claims, with 123 supported by documents and 290 supported by attestation. This claims rate is consistent with Class Counsel’s conservative projection of an occurrence rate of mid-contract rate reductions based on extrapolation of around 400 instances. Ricke Decl. at ¶ 11. The proposed methods for distributing

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1 the settlement payments to class members are fair, reasonable, and adequate and warrant final
2 approval. *See* Fed. R. Civ. P. 23(e)(2)(C)(ii).

3 **c. Class Counsel sought awards of attorneys’ fees, expenses, and**
4 **service awards for Plaintiffs that are reasonable.**

5 By separate motion, Class Counsel sought one-third of the fund as attorneys’ fees plus
6 reimbursement of \$82,809.62 in advanced expenses. ECF No. 130 at 4–12. Class Counsel’s
7 requested fee is justified for the reasons set out in that motion. *Id.*; *Davis v. Symetra Life Ins. Co.*,
8 2025 WL 1434727, at *5 (W.D. Wash. May 19, 2025) (approving 1/3 fee request in \$32.5 million
9 settlement in case litigated by attorneys from Stueve Siegel Hanson and Tousley Brain Stephens).

10 By that same motion, Class Counsel also sought a \$5,000 service award for each Plaintiff
11 to compensate them for their roles in bringing about this favorable settlement. ECF No. 130 at
12 13–14; *Bravo v. Gale Triangle, Inc.*, 2017 WL 708766, at *19 (C.D. Cal. Feb. 16, 2017)
13 (“Generally, in the Ninth Circuit, a \$5,000 incentive award is presumed reasonable.”). Class
14 Counsel and Plaintiffs stand on that motion with respect to the reasonableness of the requested
15 awards. As further evidence of their reasonableness, with only three days remaining in the 90-
16 day objection window, no class members have objected to the requested attorneys’ fees,
17 expenses, or service awards. Mitchell Decl. at ¶ 13. This factor weighs in favor of final approval
18 of the settlement.

19 **d. There are no other agreements required to be identified under**
20 **Rule 23(e)(3).**

21 The only agreement among the parties is the Settlement Agreement. Ricke Decl., ECF
22 No. 128 at ¶ 19.

23 **4. The settlement treats all class and collective members equitably.**

24 The final Rule 23(e)(2) factor considers whether the settlement “treats class members
25 equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). As explained above, the Settlement

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Agreement allocates 85 percent of the net settlement amount to the FLSA Collective Members and 15 percent to the Mid-Contract Rate Reduction Class Members. Sett. Agmt. ¶ 4.5(a). This allocation recognizes that the FLSA Collective Members possess claims that are more certain as to both liability and damages under existing Ninth Circuit case law. *See, e.g., Clarke*, 987 F.3d 848. That said, in Class Counsel’s view, the settlement allocation tracks the approximate distribution of likely recovery between the overtime claims and the mid-contract rate reduction claims considering the relative exposure posed by the two types of claims. Ricke Decl. at ¶¶ 5–13. The settlement is fair, adequate, reasonable, and in the best interests of the class and collective members given the uncertainty of continued litigation.

Plaintiffs request the Court grant final approval of the settlement.

II. CLASS AND COLLECTIVE CERTIFICATION REMAIN APPROPRIATE

The Court previously certified the Mid-Contract Rate Reduction Class pursuant to Rule 23(a) and (b)(3) in connection with preliminary approval of the settlement. *See* ECF No. 129 at ¶ 4. Plaintiff’s motion for preliminary approval explained at length why each Rule 23 factor was satisfied. *See* ECF No. 127 at 19–24. There is no reason for the Court to deviate from that finding.

Likewise, the Court can grant final collective certification of the FLSA Collective for many of the same reasons set out in its Order granting conditional certification. *Hamilton v. NuWest Grp. Holdings, LLC*, 2023 WL 3582939, at *2 (W.D. Wash. May 22, 2023) (finding collective certification appropriate because “NuWest tied the value of the per diem stipends to hours worked (as opposed to expenses incurred) and (2) that NuWest excluded the value of these stipends from the “regular rate” when paying overtime.”). Plaintiffs thus request the Court grant final class and collective certification in connection with final approval of the settlement.

CONCLUSION

Plaintiffs request the Court grant final approval of the Settlement Agreement, approve the requested awards of attorneys’ fees, expenses, and service awards, grant final class and collective

PLAINTIFFS’ UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS AND COLLECTIVE ACTION
SETTLEMENT

Case No. 2:22-cv-01117-RSM - 14

TOUSLEY BRAIN STEPHENS PLLC
1200 Fifth Avenue, Suite 1700
Seattle, Washington 98101
TEL. 206.682.5600 • FAX 206.682.2992

1 certification for settlement purposes, direct the parties to implement the terms of the Settlement
2 Agreement, and enter the proposed order that the parties will submit in advance of the July 11,
3 2025 hearing on this motion.

4 I certify that this Motion contains 4,697 words, in accordance with the Local Civil
5 Rules.

6 //

7 //

8 DATED this 27th day of June, 2025.

9 **TOUSLEY BRAIN STEPHENS PLLC**

10 By: s/ Kim D. Stephens, P.S.

11 Kim D. Stephens, WSBA #11984

12 By: s/ Kaleigh N. Boyd

13 Kaleigh N. Boyd, WSBA #52684

14 1200 Fifth Avenue, Suite 1700

15 Seattle, WA 98101-3147

16 Tel: (206) 682-5600/Fax: (206) 682-2992

17 *kstephens@tousley.com*

18 *kboyd@tousley.com*

19 **STUEVE SIEGEL HANSON LLP**

20 J. Austin Moore (*Pro Hac Vice*)

21 Alexander T. Ricke (*Pro Hac Vice*)

22 K. Ross Merrill (*Pro Hac Vice*)

23 460 Nichols Road, Suite 200

24 Kansas City, Missouri 64112

25 Tel: (816) 714-7100

26 *moore@stuevesiegel.com*

ricke@stuevesiegel.com

merrill@stuevesiegel.com

Class Counsel

26 PLAINTIFFS' UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS AND COLLECTIVE ACTION
SETTLEMENT

Case No. 2:22-cv-01117-RSM - 15

TOUSLEY BRAIN STEPHENS PLLC
1200 Fifth Avenue, Suite 1700
Seattle, Washington 98101
TEL. 206.682.5600 • FAX 206.682.2992

**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 SETTLEMENT ADMINISTRATOR

I, Jeffrey J. Mitchell, pursuant to 28 U.S.C. § 1746, state as follows:

1. I am over the age of twenty-one. I am competent to give this declaration. This declaration is true and correct to the best of my knowledge, information, and belief.

2. I am currently a Project Manager for Analytics Consulting, LLC (hereinafter “Analytics”), located at 18675 Lake Drive East, Chanhassen, Minnesota, 55317. Analytics provides consulting services to the design and administration of class action and mass tort litigation settlements and notice programs. The settlements Analytics has managed over the past twenty-five years range in size from fewer than 100 class members to more than 40 million, including some of the largest and most complex notice and claims administration programs in history.

3. Analytics’ clients include corporations, law firms (both plaintiff and defense), the Department of Justice, the Securities and Exchange Commission, and the Federal Trade

Commission, which since 1998 has retained Analytics to administer and provide expert advice regarding notice and claims processing in their settlements/distribution funds.

4. In my capacity as Project Manager, I have been assigned to matters relating to the Settlement Administration for the above-captioned litigation.

5. Analytics has been engaged in this matter to provide settlement administration services, including the mailing of the Court-approved class notice and, upon final approval, the distribution of settlement benefits to class members.

6. Beginning on or about February 21, 2025, through March 18, 2025, Analytics received multiple spreadsheets identifying the class members, their mailing addresses, and, for FLSA Class Members, overtime damages calculated by class counsel, amongst other information (“Settlement Data”). The Settlement Data identified 8,636 unique Class Members.

7. Prior to mailing, all addresses were updated using the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“USPS”);¹ certified via the Coding Accuracy Support System (“CASS”);² and verified through Delivery Point Validation (“DPV”).³

8. On April 1, 2025, Analytics mailed by first class mail the applicable approved Notice of Proposed Settlement of Class Action (“Notice”) to all class members, as well as the

¹ The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and last known address.

² The CASS is a certification system used by the USPS to ensure the quality of ZIP +4 coding systems.

³ Records that are ZIP +4 coded are then sent through Delivery Point Validation (“DPV”) to verify the address and identify Commercial Mail Receiving Agencies. DPV verifies the accuracy of addresses and reports exactly what is wrong with incorrect addresses.

“Nuwest Mid-Contract Rate Reduction Claim Form” (“Claim Form”). A copy of the template of the form of Notice that mailed to FLSA Class Members attached as **Exhibit A**. A copy of the Notice that mailed to the Mid-Rate Reduction Class Members is attached as **Exhibit B**. A copy of the template of the Claim Form is attached as **Exhibit C**.

9. To date, 114 Notices were returned to Analytics by the U.S. Postal Service with a forwarding address. Analytics updated the class list with the forwarding address and re-mailed the Notice to the updated addresses.

10. To date, 883 Notices were returned to Analytics by the U.S. Postal Service without a forwarding address. Analytics conducted a skip trace in an attempt to ascertain a valid address for the affected class members. As a result of these efforts, 395 new addresses were identified for those class members. Analytics subsequently updated the class list with the new address and processed a re-mail of the Notice to each of the affected class members.

11. Analytics also established a toll-free telephone number (1-855-470-4243) for the action, where class members could speak to a live operator regarding the status of the action or obtain answers to questions about the notice, or request to have a notice mailed to them. Class members could also e-mail a dedicated e-mail address with questions about the settlement. Analytics also established and continues to maintain a dedicated settlement website (<http://www.TravelNurseWageSettlement.com>) where class members have been able to obtain detailed information about the case and review key documents, such as the complaint, class notice, settlement agreement, and preliminary approval order, among others. The telephone number, e-mail address, and settlement website were referenced in the Notice.

12. The deadline for Settlement Class members to submit a claim is June 30, 2025. To date, Analytics has received 413 claim forms submitted by Class Members. Of the 413 claim submissions, 123 are documented claims and 290 are claims without documents.

13. The deadline for class members to object or request exclusion is June 30, 2025. To date, Analytics has not received any requests for exclusion from the Settlement. Additionally, Analytics has not received any objections.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on: June 27, 2025

DocuSigned by:

13EC140C92464EC...
Jeffrey J. Mitchell

EXHIBIT A

NuWest travel nurse wage settlement: You are entitled to money for unpaid overtime and may be entitled to money 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 claims for mid-contract pay rate reductions.

- **Claim Your Share of the Fund for Mid-Contract Rate Reduction.** If NuWest cut 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 submit a Claim Form by **June 30, 2025**.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
RECEIVE PAYMENT FOR OVERTIME	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.	
CLAIM PAYMENT FOR RATE REDUCTION	You must submit a Claim Form by mail or online to receive money for a mid-contract rate reduction.	June 30, 2025
EXCLUDE YOURSELF FROM THE RATE REDUCTION CLASS	Get no payment for a rate reduction. Keep your right to sue or continue to sue NuWest for the rate reduction claims. You cannot request to exclude yourself and still object.	June 30, 2025
OBJECT	Only those who do not exclude themselves from the rate reduction claims may object. If you do not exclude yourself from the rate reduction claims, you may tell the Court why you do not like the settlement. You will still be bound by the settlement if the Court approves it. You will still receive settlement payments for overtime and, if you submit a valid Claim Form, receive settlement payment for rate reduction.	June 30, 2025
DO NOTHING	You will receive no settlement payment for rate reduction. 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 for rate reduction, 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 decide whether to approve the settlement, the requested attorneys’ fees and expenses, and the requested service awards. No settlement benefits or payments will be provided unless the Court approves the settlement and it becomes final.

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 because 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 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 as part of 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 like you 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 federal law.

Second, Plaintiffs assert claims for class-wide relief alleging that 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 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 received a notice in the mail or by email previously 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 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 the notice advising you of 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?

You are a member of the FLSA Collective because you filed a Consent to Join form in the case. As a member of the FLSA Collective, you are being paid for and releasing overtime claims against NuWest. Your estimated settlement payment is listed on the first page of the Notice.

You are a member of the Rate Reduction Class if you worked for NuWest from January 1, 2020 until December 19, 2024, as a travel nurse.

6. Are there exceptions to being included in the Settlement?

Yes. You cannot be a member of the FLSA Collective if you did not previously file a Consent to Join form in the case. If you previously filed a Consent to Join the FLSA Collective, you cannot opt out of, or object to, the settlement. Further, anyone who properly requests exclusion from the Rate Reduction Class, as explained below, will be excluded from the 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 FLSA Collective or the Rate Reduction Class, you may go to the Settlement Website at www.TravelNurseWageSettlement.com or call the Settlement Administrator's toll-free number at (855) 470-4243.

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 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. 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 based on NuWest's wage and hour records.
- **Payments to Rate Reduction Class Members:** If you do not exclude yourself from the Rate Reduction Class (the "Rate Reduction Class Members"), there are two types of settlement payments available to Rate Reduction Class Members who submit a valid Claim Form.
 - First, Documented Rate Reduction Claims will be those submitted by a Rate Reduction Class Member who includes Assignment Agreement Letters, paystubs and wage records, communications with NuWest, and/or any other documents that tend to reasonably establish the Rate Reduction Class Member experienced a mid-contract rate reduction and the amount of the loss.
 - Second, No Document Rate Reduction Claims will be those submitted by a Rate Reduction Class Member who identifies an assignment worked for NuWest between January 1, 2020 and December 19, 2024, 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 Rate Reduction Claims will be paid first up to 90% of the amount of the net settlement fund allocated to the Rate Reduction Class. In the event that Documented Rate Reduction Claims that have been adequately documented exceed the amount allocated to the Document Rate Reduction Claims, settlement proceeds will be allocated on a *pro rata* basis across the Documented Rate Reduction Claims. The remainder of the portion of the net settlement fund allocated to the Rate Reduction Class will be allocated evenly among all Rate Reduction Class Members who submit a No Document 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 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 Settlement Agreement defines the scope of the release. You can view the Settlement Agreement on the Settlement Website at www.TravelNurseWageSettlement.com.

HOW TO GET BENEFITS FROM THE SETTLEMENT

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

As explained above, 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. That settlement payment will be sent to you in the mail following final approval of the settlement.

To submit a claim for a payment as part of the Rate Reduction Class, you must complete the Claim Form and submit it by **June 30, 2025**. There are two options for submitting claims:

1. **Submit Online:** You may fill out and submit the Claim Form online www.TravelNurseWageSettlement.com. This is the easiest way to file a claim. You can also upload documents for a Documented 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:

NuWest Group Holdings LLC FLSA Lawsuit
P.O. Box 2006
Chanhassen, MN 55317-2006

Claims Forms must be submitted online, or postmarked, by **June 30, 2025**; 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 you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling (855) 470-4243, or by writing to:

NuWest Group Holdings LLC FLSA Lawsuit
P.O. Box 2006
Chanhassen, MN 55317-2006

12. When will I receive my Settlement benefits?

FLSA Collective settlement payments and 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 check www.TravelNurseWageSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Yes, 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 Rate Reduction Class for the purposes of settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Lawsuit.

14. How will Class Counsel 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 of up to one-third (33.33%) of the settlement fund, and reimbursement for costs and expenses up to \$100,000 to be paid from the settlement fund. You will not have to separately pay any portion of these fees yourself.

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 June 9, 2025, and will be available to view on the settlement website at www.TravelNurseWageSettlement.com.

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 Rate Reduction Class.

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

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

To exclude yourself from 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 Rate Reduction Class, such as “I hereby request to be excluded from the proposed Rate Reduction Class 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 **June 30, 2025**:

NuWest Group Holdings LLC FLSA Lawsuit
P.O. Box 2006
Chanhassen, MN 55317-2006

You cannot exclude yourself by telephone or by email.

16. If I exclude myself, can I still get anything from the Settlement?

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

OBJECT TO THE SETTLEMENT

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

If you are a Rate Reduction Class Member, you can tell the Court that 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. You may not object to the settlement if you excluded yourself from the rate reduction claims or you previously joined the FLSA Collective.

To object, you must mail written notice to the Settlement Administrator, as provided below, no later than **June 30, 2025**, 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 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 as to 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 **June 30, 2025**, at the following address:

NuWest Group Holdings LLC FLSA Lawsuit
P.O. Box 2006
Chanhassen, MN 55317-2006

Unless otherwise ordered by the Court, any 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 object only if you stay in the Rate Reduction Class (that is, do not exclude yourself). You will still be bound by the settlement if you object. Requesting exclusion is telling the Court you do not want to be part of the Rate Reduction Class.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **July 11, 2025, at 9:00 a.m.** 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. The Court will also listen to those who have objected who have asked to speak at the hearing, unless otherwise ordered by the court.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing via videoconference or by phone. Any change will be posted at **www.TravelNurseWageSettlement.com**.

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. 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 at all?

If you previously joined the FLSA Collective by signing and filing your Consent to Join form, you will receive your settlement payment for the FLSA Collective allocation, even if you do nothing.

However, if you have a rate reduction claims, and you do nothing, you will not receive anything you may otherwise be eligible to receive as a member of the Rate Reduction Class. All 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?

This notice summarizes the proposed settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.TravelNurseWageSettlement.com by calling (855) 470-4243 or by writing to:

NuWest Group Holdings LLC FLSA Lawsuit
P.O. Box 2006
Chanhassen, MN 55317-2006

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

EXHIBIT B

NuWest travel nurse wage settlement: You may be entitled to money 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 claims for mid-contract pay rate reductions. If you are receiving this Notice, you are not a member of the FLSA Collective that the Court conditionally certified on May 22, 2023 because you either did not meet the collective definition or you did not file a Consent to Join form. The deadline to file a Consent to Join form to participate in the FLSA Collective passed on September 14, 2023.

Claim Your Share of the Fund for Mid-Contract Rate Reduction. If NuWest cut 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 submit a Claim Form by **June 30, 2025**.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
CLAIM PAYMENT FOR RATE REDUCTION	You must submit a Claim Form by mail or online to receive money for a mid-contract rate reduction.	June 30, 2025
EXCLUDE YOURSELF FROM THE RATE REDUCTION CLASS	Get no payment for a rate reduction. Keep your right to sue or continue to sue NuWest for the rate reduction claims. You cannot request to exclude yourself and still object.	June 30, 2025
OBJECT	Only those who do not exclude themselves from the rate reduction claims may object. If you do not exclude yourself from the rate reduction claims, you may tell the Court why you do not like the settlement. You will still be bound by the settlement if the Court approves it. You will still receive settlement payments for overtime and, if you submit a valid Claim Form, receive settlement payment for rate reduction.	June 30, 2025
DO NOTHING	You will receive no settlement payment for rate reduction. You will still be bound by the settlement.	

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

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 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 as part of 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 federal law.

Second, Plaintiffs assert claims for class-wide relief alleging that 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 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 may have received a notice in the mail or by email previously. 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 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 the notice advising you of 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?

You are not a member of the FLSA Collective because you did not previously return a Consent to Join form as explained on page 1 of the Notice.

You are a member of the Rate Reduction Class if you worked for NuWest from January 1, 2020 until December 19, 2024, as a travel nurse.

6. Are there exceptions to being included in the Settlement?

Yes. You cannot be a member of the FLSA Collective if you did not previously file a Consent to Join form in the case. If you previously filed a Consent to Join the FLSA Collective, you cannot opt out of, or object to, the settlement. Further, anyone who properly requests exclusion from the Rate Reduction Class, as explained below, will be excluded from the 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 FLSA Collective or the Rate Reduction Class, you may go to the Settlement Website at www.TravelNurseWageSettlement.com or call the Settlement Administrator’s toll-free number at (855) 470-4243.

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 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. 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 based on NuWest's wage and hour records.
- **Payments to Rate Reduction Class Members:** If you do not exclude yourself from the Rate Reduction Class (the "Rate Reduction Class Members"), there are two types of settlement payments available to Rate Reduction Class Members who submit a valid Claim Form.
 - First, Documented Rate Reduction Claims will be those submitted by a Rate Reduction Class Member who includes Assignment Agreement Letters, paystubs and wage records, communications with NuWest, and/or any other documents that tend to reasonably establish the Rate Reduction Class Member experienced a mid-contract rate reduction and the amount of the loss.
 - Second, No Document Rate Reduction Claims will be those submitted by a Rate Reduction Class Member who identifies an assignment worked for NuWest between January 1, 2020 and December 19, 2024, 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 Rate Reduction Claims will be paid first up to 90% of the amount of the net settlement fund allocated to the Rate Reduction Class. In the event that Documented Rate Reduction Claims that have been adequately documented exceed the amount allocated to the Document Rate Reduction Claims, settlement proceeds will be allocated on a *pro rata* basis across the Documented Rate Reduction Claims. The remainder of the portion of the net settlement fund allocated to the Rate Reduction Class will be allocated evenly among all Rate Reduction Class Members who submit a No Document Rate Reduction Claim.

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

As a member of the 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 Settlement Agreement defines the scope of the release. You can view the Settlement Agreement on the Settlement Website at www.TravelNurseWageSettlement.com.

HOW TO GET BENEFITS FROM THE SETTLEMENT

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

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

To submit a claim for a payment as part of the Rate Reduction Class, you must complete the Claim Form and submit it by **June 30, 2025**. There are two options for submitting claims:

1. **Submit Online:** You may fill out and submit the Claim Form online www.TravelNurseWageSettlement.com. This is the easiest way to file a claim. You can also upload documents for a Documented 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:

NuWest Group Holdings LLC FLSA Lawsuit
P.O. Box 2006
Chanhassen, MN 55317-2006

Claims Forms must be submitted online, or postmarked, by **June 30, 2025**; 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 you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling (855) 470-4243, or by writing to:

NuWest Group Holdings LLC FLSA Lawsuit
P.O. Box 2006
Chanhassen, MN 55317-2006

12. When will I receive my Settlement benefits?

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 check www.TravelNurseWageSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Yes, 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 Rate Reduction Class for the purposes of settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Lawsuit.

14. How will Class Counsel 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 of up to one-third (33.33%) of the settlement fund, and reimbursement for costs and expenses up to \$100,000 to be paid from the settlement fund. You will not have to separately pay any portion of these fees yourself.

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 June 9, 2025, and will be available to view on the settlement website at www.TravelNurseWageSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

You can request exclusion from the Rate Reduction Class.

If you are a Rate Reduction Class Member and want to keep any right you may have to sue or continue to sue NuWest on your own based on the claims raised in this case, then you must take steps to get out of the settlement. This is called

excluding yourself from – or “opting out” of – the Settlement. If you exclude yourself from the Rate Reduction Class, your claims may be time-barred and you may not be able to pursue them further.

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

To exclude yourself from 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 Rate Reduction Class, such as “I hereby request to be excluded from the proposed Rate Reduction Class 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 **June 30, 2025**:

NuWest Group Holdings LLC FLSA Lawsuit
P.O. Box 2006
Chanhassen, MN 55317-2006

You cannot exclude yourself by telephone or by email.

16. If I exclude myself, can I still get anything from the Settlement?

No, if you exclude yourself from the 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 Rate Reduction Class Member, you can tell the Court that 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. You may not object to the settlement if you excluded yourself from the rate reduction claims or you previously joined the FLSA Collective.

To object, you must mail written notice to the Settlement Administrator, as provided below, no later than **June 30, 2025**, 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 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 as to 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 **June 30, 2025**, at the following address:

NuWest Group Holdings LLC FLSA Lawsuit
P.O. Box 2006
Chanhassen, MN 55317-2006

Unless otherwise ordered by the Court, any 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 object only if you stay in the Rate Reduction Class (that is, do not exclude yourself). You will still be bound by the settlement if you object. Requesting exclusion is telling the Court you do not want to be part of the Rate Reduction Class.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **July 11, 2025, at 9:00 a.m.** 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. The Court will also listen to those who have objected who have asked to speak at the hearing, unless otherwise ordered by the court.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing via videoconference or by phone. Any change will be posted at **www.TravelNurseWageSettlement.com**.

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. 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 at all?

If you do nothing, you will not receive anything you may otherwise be eligible to receive as a member of the Rate Reduction Class. All 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?

This notice summarizes the proposed settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.TravelNurseWageSettlement.com by calling (855) 470-4243 or by writing to:

NuWest Group Holdings LLC FLSA Lawsuit
P.O. Box 2006
Chanhassen, MN 55317-2006

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

EXHIBIT C

Must be postmarked or
submitted online
NO LATER THAN
June 30, 2025

NuWest Group Holdings LLC FLSA Lawsuit
P.O. Box 2006
Chanhassen, MN 55317-2006

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 www.TravelNurseWageSettlement.com or by mailing this Claim Form to the settlement administrator.

You may submit a claim online at www.TravelNurseWageSettlement.com, 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 June 30, 2025.

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 December 19, 2024, 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 December 19, 2024, 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 June 30, 2025.

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 www.TravelNurseWageSettlement.com.

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 travelnursesettlement@noticeadministrator.com.

1. NAME:

First, Middle Initial, Last: _____

2. MAILING ADDRESS:

Street: _____

Apt. No., if applicable: _____

City, State, and Zip Code: _____

3. PHONE NUMBER:

(_____) _____ - _____

4. EMAIL ADDRESS:

5. UNIQUE ID provided on claim form (if known):

1

☐ **Yes** (Please sign attestation 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.

[illegible]

No Document Mid-Contract Rate Reduction Claim

If you worked as an assignment as a travel nurse for NuWest between January 1, 2020 and December 19, 2024, 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.

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 Signed:** _____

Print Name: _____

REMINDER: You can submit your claim online at www.TravelNurseWageSettlement.com. 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 **June 30, 2025**, and addressed to:

NuWest Group Holdings LLC FLSA Lawsuit
P.O. Box 2006
Chanhassen, MN 55317-2006

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 FINAL APPROVAL
OF CLASS AND COLLECTIVE
ACTION SETTLEMENT**

NOTE ON MOTION CALENDAR:
July 11, 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 Brain 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 Final Approval of Class and Collective Action Settlement.¹
8

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

10 3. I respectfully submit that the \$4,400,000 settlement embodied in the Settlement
11 Agreement is a meaningful recovery for class and collective members that should be approved
12 as fair, reasonable, and adequate. The Settlement Agreement was previously filed in the case.
13 See Settlement Agreement, ECF No. 128-1.

14 4. The settlement fund will be used to pay (1) settlement payments to all FLSA
15 Collective Members and payments to Mid-Contract Rate Reduction Class Members who submit
16 claims; (2) a service award of up to \$5,000 to each of the 12 Named Plaintiffs (totaling no more
17 than \$60,000); (3) Class Counsel's attorney's fees, which will not exceed one-third of the fund,
18 or \$1,466,666.67; (4) Plaintiffs' counsel's reasonable litigation expenses of \$82,809.62; and the
19 (5) the cost of notice and settlement administration of \$94,701. The net settlement fund is thus
20 estimated to be approximately \$2,695,000.
21
22
23

24 _____
25 ¹ Plaintiffs' Counsel set out their qualifications to serve as Class Counsel and to opine on the
26 reasonableness of the Settlement Agreement in connection with Plaintiff's motion for
preliminary approval (*see* Ricke Decl., ECF No. 128 at ¶¶ 4–13) and Plaintiffs' motion for
attorneys' fees and expenses (*see* Class Counsel Decl., ECF No. 131 at ¶¶ 2–18). For the sake of
brevity, Class Counsel do not repeat those qualifications here.

1 5. The net settlement fund is allocated 85% to the FLSA Collective and 15% to the
2 Mid-Contract Rate Reduction Class. Class Counsel’s damages analysis—created using complete
3 wage data for the overtime claims and a sampling and exhaustive manual review of wage
4 documents for the mid-contract rate reduction claims—showed that various levels of exposure
5 for NuWest depending on the assumptions made. For the following reasons, Class Counsel
6 believe, based on their experience and their work on this case, that the allocation of the fund is
7 fair, reasonable, and adequate.
8

9 6. For example, if the damages on the overtime claims were cut-off in mid-2022
10 (*i.e.*, crediting NuWest’s alleged “de-coupling” of stipends and hours worked), Class Counsel
11 calculated NuWest’s exposure for unpaid overtime *and* liquidated damages under the FLSA as
12 \$3.63 million. In Class Counsel’s view, these damages are strong under the Ninth Circuit’s
13 *Clarke* decision. That said, although less certain, the damages on the FLSA claims could be much
14 higher if Plaintiffs’ other theories of liability were successful (*e.g.*, Plaintiffs alleged that
15 NuWest’s practice of cutting stipends mid-contract showed that these stipends actually
16 functioned as wages and not as expense reimbursement). Even after deduction of all fees and
17 expenses, the allocation to the FLSA Collective Members represents more than what they were
18 underpaid for overtime prior to the “de-coupling” of stipends and hours worked. The *per capita*
19 settlement payments are estimated to be approximately \$980 *after* deduction of all fees and
20 expenses (assuming the Court awards the amounts requested). The highest settlement payment
21 to an FLSA Collective Member will exceed \$9,000. Over 300 FLSA Collective Members will
22 receive settlement checks exceeding \$2,000.
23
24

25 7. With respect to the mid-contract rate reduction claims, damages were less certain
26 and varied considerably based on certain legal and factual issues. NuWest provided

1 comprehensive documentary and wage information on a ten percent sample of the FLSA opt-ins,
2 which was used to extrapolate for a Rule 23 nationwide class. The thrust of the sample analysis
3 was to determine the frequency of mid-contract rate reductions and to determine the average
4 amount lost as wages.

5 8. NuWest initially provided a summary of the assignment agreements or contracts
6 signed by each nurse. Class Counsel then manually cross-referenced the summary with each
7 nurse's pay data to identify and calculate the potential damages for all apparent mid-contract rate
8 reductions. This analysis was based on the face of the data and the summary—irrespective of the
9 potential rationales for rate reductions. This analysis resulted in a maximum potential exposure
10 of \$12,140,343. NuWest then provided a contract overlay for each nurse in the sample identified
11 as having potentially experienced a mid-contract rate reduction. Following manual review of the
12 contracts, the maximum potential exposure was revised down to approximately \$5.4 million. The
13 contract overlay indicated that certain mid-contract rate reductions from the initial analysis were,
14 for example, rate reductions occurring between contracts or as part of contract negotiations—not
15 fraudulent or improper reductions occurring in the middle of a nurse's assignment. NuWest
16 contested the revised estimate, contending that its maximum exposure (not accounting for its
17 case-dispositive defenses) was closer to \$1 million. NuWest argued that it could explain most of
18 the remaining mid-contract rate reductions, claiming, for example, certain mid-contract rate
19 reductions were in fact the byproduct of a nurse agreeing to extend their assignments at a lower
20 rate. The parties did not resolve their differences on this issue, and this damages estimate was
21 contested on both sides at the multiple mediations.

22 9. Considering the totality of the circumstances, the spread of the most likely
23 recoverable damages between the FLSA Collective and the Mid-Contract Rate Reduction Class,
24

1 and the strength of the two claims, Class Counsel believed and continues to believe the 85% to
2 15% allocation of the net settlement fund is equitable and appropriate.

3 10. Other aspects of the settlement support that it is fair, reasonable, and adequate.
4 For FLSA Collective Members, their damages are readily quantifiable from NuWest's wage data.
5 As a result, these workers will receive their settlement payments for overtime claims without the
6 need to complete a claim form. And those settlement payments will be allocated among FLSA
7 Collective Members based on the *pro rata* overtime damages; that said, no FLSA Collective
8 Member is being allocated less than \$100 in recognition of their release of these overtime claims.
9

10 11. With respect to the Mid-Contract Rate Reduction Class, those individuals have
11 been able to submit a Claim Form to be compensated for their lost wages to due to a mid-contract
12 rate reduction. 90% of that the Mid-Contract Rate Reduction Class allocation will be distributed
13 *pro rata* to those class members who complete a Claim Form and submit documentation
14 supporting their claim. The remaining 10% will be allocated to class members who complete a
15 Claim Form and simply attest to experiencing a Mid-Contract Rate Reduction. Thus far, 123
16 class members have submitted a Claim Form supported by documentation. On a *per capita* basis,
17 the average estimated settlement check for these class members is currently projected to be
18 approximately \$3,000. Thus far, 290 class members have submitted a Claim Form supported by
19 only attestation. On a *per capita* basis, the average estimated settlement check for these class
20 members is currently projected to be approximately \$140. The claims period concludes on June
21 30, 2025, which means these projected payments are subject to modification if class members
22 submit additional claims over the next few days. This claims rate is consistent with Class
23 Counsel's conservative projection in connection with settlement of around 400 occurrences of a
24 mid-contract rate reduction.
25
26

1 12. 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 13. 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' motion for preliminary
10 approval (ECF No. 127), in another matter brought by Class 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 Class Counsel's view, the most important
17 factor is the tying of stipends to the quantity of work, factual and legal uncertainty remained on
18 the other factors. Finally, in all class and collective action cases, there is also the time-value of
19 money and the standard risks attendant to discovery, certification, dispositive motions, trial, and
20 appeal. When those risks and delays are considered alongside the uncertainty class members
21 faced both procedurally and substantively, the benefits of this \$4,400,000 settlement weigh
22 strongly in favor of settlement approval.
23
24
25
26

14. In addition, in my opinion, a 90-day window to submit objections and requests for exclusion is a lengthy period. After a highly successful direct notice campaign that reached approximately 95% of class members with an individualized notice, the lack of objections or exclusions is further evidence of the strength of the settlement. I recognize that there are a few days remaining in the notice period, but the point stands.

15. For the foregoing reasons, Class Counsel submit that the \$4,400,000 settlement is fair, reasonable, and adequate and in the best interests of the class members.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed at Kansas City, Missouri on June 27, 2025.

By: /s/ Alexander T. Ricke
Alexander T. Ricke
Class Counsel