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Attorneys for Plaintiff ALEXANDER GNAEDIG

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALEXANDER GNAEDIG, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

FAVORITE HEALTHCARE STAFFING INC., a
California limited liability corporation; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 21STCV20904

**DECLARATION OF JONATHAN M.
GENISH IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: December 7, 2022
Time: 9:00 a.m.
Dept.: 58

Reservation ID: 191962494900

Complaint Filed: June 4, 2021
Trial Date: Not Set

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1 Los Angeles Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super
2 Lawyers has regularly honored me as a Southern California Rising Star since 2012.

3 5. In February 2018, I started the plaintiffs labor and employment law firm of Blackstone
4 Law, APC. The firm has grown exponentially over the past three-plus years, now maintaining five
5 highly pedigreed attorneys working on almost exclusively labor and employment class actions, Labor
6 Code Private Attorney General Act of 2004 (“PAGA”) cases, and individual matters, and other private
7 attorney representative actions, with roughly 15% of the firm focused on other complex general
8 litigation matters.

9 6. I have considerable experience in handling class and representative action lawsuits
10 throughout my career and have been approved as counsel in a number of cases, including, most
11 recently:

- 12 • *DiRico v. Seek Capital, LLC*, Los Angeles Superior Court, Case No. BC698078, a wage
13 and hour class action brought on behalf of a class of hourly-paid employees working the
14 State of California.
- 15 • *Consumer Protection Group, LLC v. A. D. Sutton & Sons, Inc.*, Los Angeles Superior
16 Court, Case No. 19STCV29979, a private attorney general action for penalties pursuant
17 to Health and Safety Code section 25249.7.
- 18 • *Consumer Protection Group, LLC v. Shaxon Industries, Inc. et al.*, Los Angeles Superior
19 Court, Case No. 19STCV30306, a private attorney general action for penalties pursuant
20 to Health and Safety Code section 25249.7.
- 21 • *Consumer Protection Group, LLC v. Home Depot U.S.A., Inc.*, Los Angeles Superior
22 Court, Case No. 19STCV30445, a private attorney general action for penalties pursuant
23 to Health and Safety Code section 25249.7
- 24 • *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa Superior Court Case No.
25 MSC21-01812, preliminarily approved as Class Counsel in settlement of wage and hour
26 Class and PAGA action.
- 27 • *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County
28 Superior Court Case No. 30-2021-01220136-CU-OE-CXC, approved as Counsel for

Aggrieved Employees in settlement of representative wage and hour action pursuant to
PAGA.

- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento Superior Court Case No. 34-2020-00290080, approved as Class Counsel in settlement of Class and PAGA wage and hour action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.* Los Angeles Superior Court Case No. 21STCV36654, preliminarily approved as Class Counsel in settlement of Class and PAGA wage and hour action.

7. I was counsel of record on several class action and PAGA actions that have since been resolved, the most recent of which are as follows:

- *Maria Castillo-Rodriguez v. HR Outsourcing Associates, LLC*, Los Angeles Superior Court, Case No. 20STCV44138, a wage and hour PAGA action.
- *Cruz v. LK Plumbing & Heating, Inc.*, Los Angeles Superior Court, Case No. BC686825, a wage and hour PAGA action.
- *Savoy v. Collector's Universe, Inc., et al.*, Central District Court of California, Case No.: 8:20-cv-00632-DOC-ADS (recently remanded to Orange County Superior Court, Case No. 30-2020-01130892-CU-RI-CXC), a consumer fraud class action.

8. I am currently the managing partner overseeing roughly 100 labor and employment cases, approximately 80% of which include a wage and hour component. More than a dozen of these cases are wage-and-hour putative class actions or representative PAGA actions seeking relief on behalf of thousands of California employees.

Procedural History of the Action

9. On March 29, 2021, Plaintiff provided notice to the LWDA and to Defendant of his intent to seek civil penalties pursuant to the Private Attorneys General Act, Labor Code section 2698, et seq. ("PAGA"). A true and correct copy of Plaintiff Gnaedig's letter to the LWDA and Defendant is attached hereto as Exhibit A. On June 4, 2021, Plaintiff Gnaedig filed his representative action complaint in the Los Angeles County Superior Court pursuant to the PAGA alleging that Defendant: (1) failed to pay overtime wages in violation of Labor Code §§ 510 and 1198; (2) failed to provide

1 meal periods in violation of Labor Code §§ 226.7 and 512(a); (3) failed to provide rest periods in
2 violation of Labor Code § 226.7; (4) failed to pay all wages during employment in violation of Labor
3 Code § 204; (5) failed to pay all wages due upon termination of employment in violation of Labor
4 Code §§ 201, 202, and 203; (6) failed to provide accurate itemized wage statements in violation of
5 Labor Code § 226(a); and (7) failed to maintain accurate payroll records in violation of Labor Code §
6 1174(d).

7 10. The parties met and conferred with respect to the potential resolution of this action
8 and agreed to a private mediation. As a condition of mediation, Plaintiffs and Defendant agreed to
9 participate in informal discovery and to stay formal discovery. On February 10, 2022, Plaintiffs served
10 Defendant with a list requesting the documents and data necessary to adequately prepare for this
11 mediation. In response Defendant provided relevant information pertaining to this matter including
12 the start date of its operations in California, the total number of Temporary Health Professionals
13 (“THP”) employed during the relevant time period, total number of locations where THPs were placed
14 in California, and number of meal and rest period premiums paid. Defendant also provided excerpts
15 from employee handbooks. Plaintiffs also obtained time and payroll data for Plaintiffs and a sample
16 of the putative class, along with key data points including the class size and composition, the number
17 of total workweeks worked, the number of locations, average rate of pay, and the number of terminated
18 employees.

19 11. After a thorough investigation and analysis of these documents and data, the parties
20 attended a formal mediation on April 18, 2022 with Tripper Ortman, a neutral and respected mediator
21 with extensive experience in complex wage and hour matters. At the mediation, the parties engaged
22 in intensive settlement discussions during which they debated their respective positions and exchanged
23 views regarding the strengths and weaknesses of the alleged claims. After a full day of mediation, and
24 with the help of the mediator, the Parties were able to reach an agreement to resolve this dispute on a
25 class and representative basis. Thereafter, the parties spent several weeks negotiating a memorandum
26 of understanding (“MOU”) memorializing the key settlement terms. After extensive debate, an agreed
27 upon MOU was executed by the parties as of August 13, 2022. The parties then spent many hours
28 negotiating and memorializing the terms into a long form settlement agreement.

12. On October 25, 2022, after additional discussions and revisions to the agreement, the Settlement Agreement was fully executed. A true and correct copy of the fully executed Settlement Agreement is attached hereto as Exhibit B.

13. On November 3, 2022, Plaintiff filed a Stipulation and Proposed Order seeking leave to file a First Amended Complaint, amended in accordance with the terms of the Settlement Agreement, including adding class allegations, seeking the recovery of alleged labor code violations and other Plaintiffs (Amy Weston, Akimasia Walker, Janet Clifford) as additional named plaintiffs. As of the date this motion was filed, the Court had not yet signed the order permitting Plaintiff to file the proposed First Amended Complaint.

Summary of the Terms of the Settlement Agreement

14. For purposes of settlement only, the Parties have agreed that the Class shall be defined as “all hourly-paid and/or non-exempt employees of Favorite referred to as “Temporary Healthcare Professionals” who performed work in the State of California and were paid for one or more pay periods during the Class Period.” (“Class Members” or “Class”). The Class Period and release of claims begins on January 1, 2021 and ends on July 31, 2022. It is estimated that there were 7,290 Class Members as of April 18, 2022. The PAGA Period also begins on January 1, 2021 and ends on July 31, 2022 and includes “all hourly-paid and/or non-exempt employees of Favorite referred to as “Temporary Healthcare Professionals” who performed work in the State of California and were paid for one or more pay periods during the PAGA Period (“Aggrieved Employees”).

15. The parties have agreed to settle the Class and PAGA claims at issue in the Complaint for a non-reversionary Gross Settlement Payment of Three Million Six Hundred and Fifty Thousand Dollars and Zero Cents (\$3,650,000.00), exclusive of any employer-side payroll taxes. The Gross Settlement Payment is a common fund and therefore includes all requested costs, fees, and other allocations. As stated above, the Gross Settlement Payment includes: (1) Class Counsel’s fees in the amount of thirty-three percent (33%) of the Gross Settlement Payment, equaling One Million Two Hundred and Sixteen Thousand Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$1,216,666.67); (2) Class Counsel’s actual litigation costs, not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00); (3) Settlement Administration Costs, capped at Thirty Thousand Dollars and

Zero Cents (\$30,000.00); (4) Class Representative Enhancement Award in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff; and (5) PAGA Penalties of One Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000.00). After the above-estimated amounts are deducted from the Gross Settlement Payment, approximately 7,290 Class Members will share in a Net Settlement Fund of approximately Two Million One Hundred Seventy-Three Thousand Three Hundred Thirty-Three and Thirty-Three Cents (\$2,173,333.33).

16. The Net Settlement Fund will be distributed and paid to Participating Class Members on a pro-rata basis based on the number of workweeks worked during the Class Period. This will provide Participating Class Members with an average estimated payment of \$298.13. The actual payments to Participating Class Members will vary based on the actual weeks worked by Participating Class Members and shall be confirmed by the Settlement Administrator in advance of the final approval hearing. Employees who worked during the PAGA Period shall receive a share of the 25% portion of the PAGA Penalties designated for distribution to PAGA Members. These payments will be distributed on a pro rata basis based on the number of workweeks worked during the PAGA Period. Payments to Participating Class Members will be allocated as 20% wages and 80% interest and penalties. The employee share of any applicable payroll taxes on wages will be deducted from the wage portion of each Participating Class Member's Individual Settlement Payment. Employer-side payroll taxes shall be paid by Defendant separately from and in addition to the Gross Settlement Payment.

17. The Settlement Agreement is a non-reversionary and a non-claims made settlement. All money from the Net Settlement Fund will be distributed to Participating Class Members. No money will revert to Defendant.

18. Any Individual Settlement Payment checks remaining uncashed after 180 days will be transferred to the California State Controller's Office and held in a trust for such Participating Class Members and PAGA Members. As such, no "unpaid residue" under California Code of Civil Procedure section 384 will result from the Settlement.

19. In exchange for participating in the settlement, Participating Class Members will release their wage and hour claims against Defendant; however, the release for Participating Class

Members is narrowly tailored to only release claims based upon the facts alleged in the FAC during the Class Period.

The Settlement is Reasonable

Method of Distribution

20. The proposed settlement is based on the number of workweeks worked by the Settlement Class Members. This method is commonly used in wage and hour class actions because it relies upon objective evidence of the total days of employment, which Settlement Class Members can easily review and confirm for themselves. This information is readily available from Defendant's records, and the Settlement Administrator can apply the formula for determining each Participating Class Member's Individual Settlement Share in a fair and transparent manner.

21. In addition, this method of distribution is commonly used in wage and hour class actions because it allows for a distribution that corresponds closely to the alleged damages since employees experience the same working conditions, so their damages are directly related to the amount of time that they were employed.

Discovery and Informed Arms-Length Negotiations

22. During settlement discussions, the Parties conducted their negotiations at arm's-length, in an adversarial position. Arriving at a settlement that was acceptable to all Parties was difficult. Defendant and its counsel felt strongly about their ability to defeat a motion for class certification and to prevail on the merits at trial, whereas Plaintiff and her counsel strongly believed that they would be able to certify the class and prevail at trial. On February 10, 2022, Plaintiffs requested the informal production of the documents and data necessary to adequately prepare for this mediation. Defendant provided key data points including the start date of its operations in California, the total number of Temporary Health Professionals ("THP") during the relevant time period, the total number of locations where THPs were placed in California, total number of workweeks, and number of meal and rest period premiums paid. Defendant also provided relevant excerpts from its Employee Handbooks. In sum, through informal discovery, Plaintiffs obtained time and payroll data for Plaintiff and a sample of the putative class, and key data points including the class size and composition, the number of workweeks worked, the number of locations, average rate of pay, and the number of terminated

employees – all of which enabled Plaintiffs to assess the nature and extent of Defendant’s potential liability and damages.

23. The Parties extensively briefed issues regarding class certification and liability and provided their analyses to the mediator who helped the parties debate the strengths and weakness of their respective positions. Additionally, settlement negotiations were conducted by highly capable and experienced counsel. Plaintiff engaged in additional negotiations in order to finalize the long-form agreement presently before the Court. At all times, Plaintiff was willing and prepared to litigate this matter through class certification and trial if the parties had been unable to reach a favorable resolution. Class Counsel are respected members of the California State Bar with strong records of vigorous and effective advocacy and are experienced in handling complex wage and hour class action litigation. Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

Estimate of Potential Value of Class Claims

24. Prior to mediation, Class Counsel analyzed a sampling of time and payroll records provided by Defendant and other relevant documents and discovery. Based on the discovery provided, Class Counsel estimated with respect to the class claims, with all claims adjudicated in favor of the Class, that Defendant faced a maximum potential liability of \$49,019,493.00. This estimate is based off an estimated maximum realistic liability for each of the alleged claims as follows: \$8,076,974.00 for meal period violations (25% violation rate), \$8,076,974.00 for rest period violations (25% violation rate), \$25,240,545.00 for unpaid wages (2 hours off-the-clock overtime per week), \$3,645,000.00 for unpaid reimbursable business expenses (\$500 per employee), and wage statement penalties of \$3,980,000.00 (assumes maximum cap of \$4,000). Plaintiffs further estimated that Defendant faced an additional exposure of \$7,316,100 in potential PAGA penalties (\$100 x 73,161 aggregate workweeks).

Specific Risks Considered

25. Although the investigation and information discovered supports Plaintiff’s contentions, Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on a class-wide basis. Consideration of these risks factored into the decision to enter this Settlement.

1 26. Class Counsel are aware of Defendant's defenses and arguments and have also taken
2 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
3 inherent in such litigation, including those involved in class and/or representative adjudication.
4 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted
5 in the Lawsuit, Defendant's defenses, and the difficulties in establishing entitlement to monetary
6 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
7 of the mediator, who is experienced and well regarded in complex labor and employment matters.

8 27. Defendant denied and continues to deny any liability and wrongdoing of any kind
9 associated with the claims alleged in this action, and further denies that class certification is
10 appropriate for any purpose other than this Settlement. Defendant believes that it would ultimately
11 prevail in this action. Defendant proffered defenses to both certification and to the merits of Plaintiff's
12 claims. Defendant contended that Plaintiffs claims are not suitable for class certification because
13 individual issues would predominate should this case go to trial. As with all class actions, these
14 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
15 that the Court may deny class certification.

16 28. For example, a large portion of Defendant's overall liability lies in Plaintiff's meal
17 period claims. These claims have been increasingly difficult to certify in recent years and Defendant
18 contended its practices were lawful. We had to consider the risk that the Court would find validity in
19 the individualized proof defense to certification of Plaintiff's meal period claim. Plaintiff's theory of
20 liability for meal period violations was based on allegations that Defendant had failed to implement
21 lawful policies and practices that allowed Class Members to take meal breaks in the manner required
22 under California law. Specifically, Plaintiffs assert that Defendant did not provide them with the
23 opportunity to take timely, uninterrupted 30-minute meal periods when they worked shifts of five
24 hours or more, or take a second lawful meal break on shifts that exceeded 10 hours. Further, Plaintiffs
25 alleged that Defendant did not allow them to clock in and out for their meal periods, which often
26 resulted in late or missed meal periods. And even when meal periods were missed or late, Defendant
27 automatically deducted 30-minute meal periods from employees' paychecks. Plaintiffs further alleged
28 that Defendant did not have a policy or practice to pay meal period premiums for all noncompliant

1 meal periods. In contrast, Defendant argued that its practices at all times during the class period were
2 lawful. Defendant argued that the rate of purported meal period violations reflected in the data would
3 require individualized inquiry and that such inquiry would prohibit a class from being certified. Class
4 Counsel disagreed with this assessment but had to consider the risk that the Court would find validity
5 in an individualized proof defense to certification of Plaintiff's meal period claim.

6 29. Plaintiffs' rest period allegations were based on a similar lack of lawful practice and
7 failure to provide employees with timely, full, and uninterrupted rest periods due to the excessive
8 demands during employees' shifts. Plaintiffs also contended that Defendant lacked any policy or
9 practice to compensate employees who were not permitted to take lawful rest periods. As with the
10 meal period allegations, Defendant contended that it did provide rest breaks and relieve Class
11 Members of all duties as required under California law. This claim, however, was even more uncertain
12 given the difficulties associated with proving the alleged rest period violations, as Defendant was not
13 required to record these breaks. Given the lack of records demonstrating rest period violations, there
14 were legitimate concerns Plaintiffs would not be able to certify these claims or prove substantial
15 damages with requisite certainty.

16 30. Plaintiffs also faced challenges certifying and proving liability for their minimum wage
17 and overtime claims. These claims were largely based on unrecorded, off-the-clock work performed
18 by the Class Members both before and after their shifts. These off-the-clock uncompensated duties
19 included, among other things, pre-shift requirements performed by travel nurses, transport time for
20 some nurses at certain facilities, gathering tools and supplies pre-shift, waiting for other employees
21 after clocking out, as well as waiting for employer-provided shuttles post-shift. Additionally,
22 employees had to respond to text messages, phone calls and group messages in an application on their
23 mobile phones regarding work-related issues when not on shift. Yet, the individualized nature of the
24 performance of these tasks, and the individualized nature of damages, presented substantial concerns
25 regarding the manageability of the case and the risk the Court could find these issues prevented
26 certification.

27 31. Last, Plaintiffs' claim for unreimbursed business expenses faced some challenges.
28 Plaintiffs asserted that Defendant universally failed to reimburse Class Members for using their

1 personal cell phones in the discharge of their work duties. Additionally, Class Members who traveled
2 for work were also not reimbursed for all travel costs incurred in direct consequence of the discharge
3 of their duties. These claims also faced challenges of being too individualized to certify or to quantify
4 damages.

5 32. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
6 proving the amount of wages due to Class Members would be an expensive, time-consuming, and
7 uncertain proposition. In order to prove liability and damages, Class Counsel will need to request and
8 analyze thousands of pages of documents, obtain the Class Members' contact information and contact
9 hundreds of them and obtain their declarations at great expense. Obtaining the cooperation of current
10 employees might also prove difficult, given the likely reluctance to aid prosecution of a lawsuit against
11 a current employer. More significantly, all of Defendant's employees are short term employees, most
12 of whom live out of state and only traveled to California for short-term job assignments. On the other
13 hand, Defendant would likely be able to obtain the cooperation of its employees. Moreover, even if
14 Plaintiffs prevailed at class certification and trial, possible appeals would substantially delay any
15 recovery by the Class.

16 33. Both sides have had the opportunity to interview witnesses and review documents and
17 information relating to Plaintiffs' and the Settlement Class Members' employment with Defendant,
18 and Defendant's operations and employment policies, practices, and procedures. The Parties also
19 reviewed and analyzed hundreds of pages of documents and data, including but not limited to a
20 sampling of the time and pay data of the Settlement Class Members, to determine the potential value
21 and strength of the claims. The available information enabled Class Counsel to estimate the potential
22 claims of the Settlement Class and prepare damages/valuation models. Accordingly, the Parties have
23 conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of
24 the Settlement Class Members' claims, and to enable both sides to fully evaluate the Settlement for its
25 fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited for
26 settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks
27 to both sides that would attend further litigation. The Settlement takes into account the strengths and
28 weaknesses of each side's position and the uncertainty of how the case might have concluded at trial,

1 and/or after exhaustion of all appeals.

2 34. My office recognized that, even if Plaintiff prevailed at class certification, proving the
3 amount of wages due to each Class Member would be an expensive, time-consuming, and extremely
4 uncertain proposition. In order to prove liability and damages, my office will need to request and
5 analyze thousands of pages of documents, obtain the Class Members' contact information, contact
6 them, and obtain declarations. Obtaining the cooperation of current employees would also be difficult,
7 given the likely reluctance to aid prosecution of a lawsuit against a current employer. Moreover, even
8 if Plaintiff prevailed at class certification and trial, possible appeals would substantially delay any
9 recovery by the Class.

10 35. Therefore, taking into account the risk of not obtaining class certification, Class
11 Counsel discounted Defendant's estimated liability by 50%. The merits-based risk factors also reduced
12 Defendant's estimated liability by an additional 40%. This resulted in an adjusted estimated liability
13 of \$4,901,949.30.

14 36. My office also separately contemplated the risks of proceeding with the PAGA action
15 and potential liability Defendant could face from this claim. The Parties agreed during settlement
16 negotiations to allocate \$150,000.00 of the Settlement towards the PAGA claims, which represents
17 approximately 4.2% of the Gross Settlement Payment. This percentage of the settlement is well within
18 the range of wage and hour settlements regularly approved in both state and federal court for cases
19 that include both a class and PAGA action. Typically, such hybrid cases allocate only 1% of the gross
20 settlement value to resolve PAGA claims, and, indeed, settlement allocations of as little as 0.22% of
21 the gross settlement amount have been approved as reasonable by courts.

22 37. In allocating \$150,000.00 to Plaintiff's PAGA claims, my office considered that PAGA
23 penalties would be subject to the same defenses and risks as Plaintiff's class claims, as well as defenses
24 unique to PAGA. Even if Plaintiff were successful on the merits at trial, the imposition of cumulative
25 civil penalties based on the alleged wage and hour violations could be considered unjust, arbitrary and
26 oppressive, or confiscatory, and Defendant could argue that it made a good faith attempt to comply
27 with its legal obligations warranting a reduction in penalties. Class Counsel was also mindful of the
28 fact that PAGA is fundamentally not intended to be compensatory in nature, but is instead intended to

1 facilitate enforcement of California's labor laws by financing state activities and educating and
2 deterring non-compliance.

3 38. I therefore submit that the Settlement is fair, reasonable, and adequate. The Settlement
4 is in the best interest of the Class Members and is within the accepted range of recoveries for this type
5 of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class
6 certification, and the costs of further litigation.

7 ***Class Representative Enhancement Award***

8 39. As part of the settlement agreement, Plaintiff is requesting a reasonable enhancement
9 award of \$10,000.00 to named Plaintiff Alexander Gnaedig. This enhancement is eminently
10 reasonable given the time and effort Plaintiff spent on this case, and the benefit to the other putative
11 class members as a result of Plaintiff's actions. Plaintiff's Motion for Final Approval will expand on
12 Plaintiff's participation in the lawsuit and additional reasons regarding the reasonableness of the
13 enhancement award. Notice of the requested enhancement award is disclosed to the Class Members
14 in the Notice of Class Action Settlement.

15 ***Attorneys' Fees and Costs***

16 40. The attorneys' fees incurred by Class Counsel are in line with the common fund
17 requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an
18 amount of up to thirty-three percent (33%) of the Gross Settlement Payment (i.e., \$1,216,666.67) and
19 actual litigation costs and expenses in an amount not to exceed Forty Thousand Dollars (\$40,000.00),
20 which will be paid out of the Gross Settlement Payment, subject to approval by the Court. Class
21 Counsel have borne all of the risks and costs of litigation and will not receive any compensation until
22 recovery is obtained.

23 41. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated
24 into tangible monetary benefits for the Settlement Class Members as follows: (1) Settlement Class
25 Members will obtain monetary recovery over a relatively short period of time, as opposed to waiting
26 additional years for the same, or potentially worse, result; (2) a guaranteed result that compares
27 favorably with other similar class action settlements of this type, given the strengths and weaknesses
28 of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only

1 increased significantly had the case progress through trial and/or appeals.

2 42. Class Counsel have litigated this matter for close to a year and were actively preparing
3 this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature
4 of the legal services provided, the time incurred in performing those services, and Class Counsel's
5 hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought
6 by Class Counsel. Notice of the requested award of fees and costs is included in the Notice to the
7 Class. (See Settlement Agreement, Exh. 1).

8 *Notice to the Class*

9 43. The Parties have agreed to retain ILYM Group, Inc. ("ILYM" or "Settlement
10 Administrator") to handle the notice and settlement administration process. The Parties respectfully
11 request that the Court appoint ILYM to handle these procedures and to serve as the Settlement
12 Administrator. Defendant will provide ILYM with the Class List and ILYM will calculate each
13 Settlement Class Member's estimated Individual Settlement Share. ILYM will also receive requests
14 for exclusion from the Settlement, objections to the Settlement, and disputes about the number of
15 workweeks worked; will provide necessary reports and declarations; will calculate, subtract, and
16 transmit the employees' and employer's share of taxes and withholdings with respect to the wages
17 portion of the Individual Settlement Shares; will prepare and submit informational and other tax filings
18 and documents; will issue and transmit all payments provided for by the Settlement, including, but not
19 limited to, mailing Individual Settlement Payment checks to the Participating Class Members; and
20 perform any other usual and customary duties for administering a class action settlement.

21 44. I am not aware of an alternative method of providing notice to the Class which would
22 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
23 Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable
24 method, skip tracing will be performed, if necessary.

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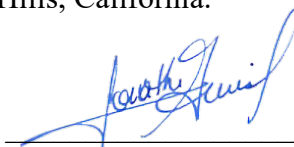
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Notice to the LWDA

45. In accordance with Labor Code sections 2699 et. seq., and simultaneously with the filing of Plaintiff's Motion, Plaintiff's counsel provided notice of the proposed settlement, including the Settlement Agreement and this Motion, to the LWDA via online submission to the LWDA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 10, 2022, at Beverly Hills, California.



Jonathan M. Genish

EXHIBIT A

March 29, 2021

Via Online Electronic Submission

California Labor & Workforce Development Agency

RE: *Alexander Gnaedig v. Favorite Healthcare Staffing, Inc.*

Dear Representative:

Our office represents Alexander Gnaedig, who was employed by Favorite Healthcare Staffing, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as “Favorite Healthcare Staffing”) as a Registered Nurse from approximately January 27, 2021 to February 23, 2021 in the State of California. This letter shall serve as notice, and a request, pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (California Labor Code § 2699.3), that your agency investigate the claims in this imminent civil action. If the agency does not intend to investigate the alleged violations, Mr. Gnaedig will file a lawsuit alleging a cause of action under PAGA in a civil action against Favorite Healthcare Staffing.

Mr. Gnaedig intends to bring a representative action seeking penalties for violations of the California Labor Code, which are recoverable under PAGA, and all other remedies available under PAGA, including an amount sufficient to recover underpaid wages pursuant to Labor Code section 558. Mr. Gnaedig seeks these remedies on behalf of the State of California and all aggrieved employees. The aggrieved employees on whose behalf Mr. Gnaedig will file a PAGA cause of action includes all current and former hourly paid and/or non-exempt employees who worked for Favorite Healthcare Staffing in the State of California during the relevant statutory period (referred to herein as “aggrieved employees”).

As set forth below, Favorite Healthcare Staffing has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 246(i), 510, 512(a), 1174(d), 1194, 1198, and Industrial Welfare Commission Wage Orders including, *inter alia*, Wage Order 5-2001.

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Failure to Pay Overtime Wages

California Labor Code sections 510 and 1198 require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek. During the relevant time period, Mr. Gnaedig and other aggrieved employees worked in excess of 40 hours in a week without overtime compensation. This is because Favorite Healthcare Staffing's policy was to pay overtime compensation after eight (8) hours worked in one day and to pay overtime compensation after 40 hours were worked at the base hourly rate of pay in one week. Favorite Healthcare Staffing failed to include hours worked at an overtime rate when determining whether the forty (40) hour per week threshold had been satisfied. Therefore, Mr. Gnaedig and the other aggrieved employees were entitled to receive certain wages for overtime compensation, but were not paid for overtime hours worked.

Failure to Provide Meal Periods and Rest Periods

California law requires employers to provide their employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). Further, an uninterrupted rest period of no less than ten (10) minutes must be provided for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Favorite Healthcare Staffing failed to provide Mr. Gnaedig and the other aggrieved employees with an opportunity to take timely, uninterrupted meal and rest periods of the requisite length. Favorite Healthcare Staffing failed to compensate Mr. Gnaedig and the other aggrieved employees properly for non-compliant meal and rest periods including, *inter alia*, missed, short, late, and/or interrupted meal and rest periods.

Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those

wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Favorite Healthcare Staffing failed to pay Mr. Gnaedig and other aggrieved employees all wages due to them, including overtime wages and meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Failure to Timely Pay Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Favorite Healthcare Staffing failed to pay Mr. Gnaedig and other aggrieved employees all wages due to them upon termination of their employment, including overtime wages, meal period premiums, and rest period premiums. In addition, Defendant failed to issue Mr. Gnaedig and other aggrieved employees their final pay within the time limits prescribed by Labor Code sections 201 and 202, but instead issued such pay with the regularly scheduled payroll period.

Failure to Keep Accurate Payroll Records

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Favorite Healthcare Staffing failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages paid, to Mr. Gnaedig and other aggrieved employees.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the

name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer. Favorite Healthcare Staffing failed to provide wage statements to Mr. Gnaedig and other aggrieved employees stating the total hours worked by the employee during the pay period for which they were being paid. For example, Favorite Healthcare Staffing provided wage statements to Mr. Gnaedig and other aggrieved employees reflecting hours worked and wages earned in pay periods that were different from the listed inclusive dates of the period for which the employees were purportedly being paid. In addition, the wage statements were deficient as they failed to state, *inter alia*, the total hours worked at the correct hourly rates of pay, meal period premiums, and rest period premiums. Additionally, Favorite Healthcare Staffing violated Labor Code 246(i) by failing to provide written notice setting forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.

Favorite Healthcare Staffing is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2699, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Favorite Healthcare Staffing for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Labor Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Labor Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Labor Code § 2699.3(a)(2)(A). It is the intention of this law firm to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 should your office not address these matters within this time. Should you require anything further or have questions, please do not hesitate to contact me.

BLACKSTONE LAW



Jill J. Parker, Esq.

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Cc: By U.S. Certified Mail, Return Receipt Requested

Favorite Healthcare Staffing, Inc.
7255 W. 98th Terrace
Building 5, Suite 150
Overland Park, Kansas 66212

EXHIBIT B

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Akimasia Walker, Amy Weston, Alexander Gnaedig, and Janet Clifford (“Plaintiffs”) and defendant Favorite Healthcare Staffing, LLC (formerly known as Favorite Healthcare Staffing, Inc.) (“Favorite”). The Agreement refers to Plaintiffs and Favorite collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Actions” means the Plaintiffs’ lawsuits alleging wage and hour violations against Favorite captioned *Gnaedig v. Favorite Healthcare Staffing, Inc.*, Superior Court of Los Angeles, Case No. 21STCV20904, *Weston v. Favorite Healthcare Staffing, Inc.*, Superior Court of Los Angeles, Case No. 21STCV21127, *Walker v. Favorite Healthcare Staffing, Inc. et al.*, Superior Court of San Bernardino, Case No. CIVSB2116994, and *Clifford v. Favorite Healthcare Staffing, Inc.*, Superior Court of San Diego, Case No. 37-2022-00013858-CU-OE-NC and as they are to be amended in accordance with the terms of this Agreement.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all hourly-paid and/or non-exempt employees of Favorite referred to as “Temporary Healthcare Professionals” who performed work in the State of California and were paid for one or more pay periods during the PAGA Period.
- 1.5 “Class” means all hourly-paid and/or non-exempt employees of Favorite referred to as “Temporary Healthcare Professionals” who performed work in the State of California and were paid for one or more pay periods during the Class Period.
- 1.6 “Class Counsel” means Blackstone Law, APC, Shakouri Law Firm, GrahamHollis APC, and Schneider Wallace Cottrell Konecky LLP.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.
- 1.8 “Class Data” means Class Member identifying information in Favorite’s possession including the Class Member’s name, last-known mailing address, Social Security number, start and end dates of work performed in California as a non-exempt employee of Favorite in the relevant timeframe, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-

Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from January 1, 2021 through July 31, 2022.
- 1.13 “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representatives.
- 1.14 “Class Representative Service Payment” means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Favorite” means named Defendant Favorite Healthcare Staffing, LLC formerly known as Favorite Healthcare Staffing, Inc.
- 1.17 “Defense Counsel” means Littler Mendelson P.C.
- 1.18 “Effective Date” means: (a) the date upon which the time for appeal of the Court’s order granting final approval of the Settlement and entry of judgment expires; unless (b) an appeal is timely filed, then “Effective Date” means the date of final resolution of any appeal from the order granting final approval of the Settlement and entry of judgment.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$3,650,000.00 which is the total amount Favorite agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses.
- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Favorite for at least one day during the PAGA Period.
- 1.31 “PAGA Period” means the period from January 1, 2021 through July 31, 2022.
- 1.32 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33 “PAGA Notices” means Plaintiff Alexander Gnaedig’s March 29, 2021 letter, Plaintiff Amy Weston’s March 31, 2021 letter, Plaintiff Akimasia Walker’s April 3, 2021 letter and November 17, 2021 letter, and Plaintiff Janet Clifford’s April 6, 2021 letter to Favorite and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$37,500.00) and the 75% to LWDA (\$112,500.00) in settlement of PAGA claims.
- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiffs” means Akimasia Walker, Amy Weston, Alexander Gnaedig, and Janet Clifford, the named plaintiffs in the Actions.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means: Favorite Healthcare Staffing, Inc. (now known as Favorite Healthcare Staffing, LLC), Kompass Kapital Management, LLC, FHS Holdings, Inc., Acacium Group Holdings Limited, SLS Health Services, LLC, DRC Staffing Group, Inc., and the State of California Department of Public Health, as well as each and all of their past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, managing agents, insurers, reinsurers, shareholders (both legal and beneficial), attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns, trustees and legal representatives in addition to all entities operating locations, including but not limited to hospitals, medical clinics and vaccine clinics, where Favorite staffed Class Members and Aggrieved Employees (such locations are listed in Exhibit B attached to this Agreement) in their representative and individual capacities whether under Lab. Code sections 558, 558.1 or otherwise, with respect to the time Class Members worked for said entities on behalf of Favorite during the Covered Period.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.45 “Workweek” means any week during which a Class Member worked for Favorite for at least one day, during the Class Period.

2. RECITALS

- 2.1 On June 4, 2021, Plaintiff Alexander Gnaedig commenced his Action by filing a Complaint against Favorite for Enforcement Action Under the Private Attorneys General Act. On June 4, 2021, Plaintiff Amy Weston commenced her Action by filing a Complaint against Favorite for PAGA Violations. On June 11, 2021, Plaintiff Akimasia Walker commenced her action against Favorite and Kaiser Foundation Hospitals for a Representative Action for Civil Penalties Pursuant to PAGA. On July 8, 2021, Plaintiff Clifford commenced her Class and Collective Action against Favorite. Clifford’s Action was dismissed on August 30, 2021 and refiled April 13, 2022, as Class Action, Collective Action, and PAGA Law Enforcement Action against

Favorite. In conjunction with the Settlement, Plaintiff Alexander Gnaedig will file a First Amended Complaint, amended in accordance with the terms of this Agreement, including adding class allegations seeking the recovery of the alleged labor code violations and the other Plaintiffs (i.e., Amy Weston, Akimasia Walker, and Janet Clifford) as additional named plaintiffs. The First Amended Complaint will be the operative complaint in the Action (the “Operative Complaint”). Favorite denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Favorite and the LWDA by sending the PAGA Notices.
- 2.3 On April 18, 2022, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., which led to this Agreement to settle the Actions.
- 2.4 Prior to mediation, Plaintiffs obtained, through informal discovery, time and payroll data for Plaintiffs and a sample of the putative class, and key data points including the class size and composition, the number of workweeks worked, the number of locations, average rate of pay, number of terminated employees. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5 The Court has not granted class certification because the Parties engaged in mediation before any class certification briefing.
- 2.6 The Parties, Class Counsel and Defense Counsel represent that they are aware of two other pending matters or action asserting claims that will be extinguished or affected by the Settlement. Those include the later filed: *Liddell v. ASM Global Theater Management, LLC; Favorite Healthcare Staffing, Inc. et al.*, Case No. 22STCCV22158, Los Angeles County Superior Court, and *Ali v. Favorite Healthcare Staffing, Inc. et al.*, Case No. BCV-22-101710, Kern County Superior Court.
- 2.7 The Parties shall stipulate to the filing of an Amended Complaint in the *Gnaedig* action, in form agreeable to all the Parties, which alleges all of the released claims and claims alleged in the Actions as a class action for the Class Period and as a PAGA action, with each named Plaintiff in the four actions listed as a Plaintiff in the Amended Complaint. Upon the filing of the Amended Complaint, the named Plaintiffs will request from the respective courts dismissal of their respective Complaints against Favorite as pending in those courts.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Favorite promises to pay \$3,650,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Favorite has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members

or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Favorite.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Favorite will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments. In the event that the Court reduces or does not approve the requested Class Representative Service Payments, Plaintiffs shall not have the right to revoke the Agreement, and it will remain binding.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$1,216,666.67 and a Class Counsel Litigation Expenses Payment of not more than \$40,000. Favorite will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Favorite harmless, and indemnifies Favorite, from any dispute or controversy regarding any division or sharing of any of these Payments. In the event that the Court reduces or does not approve the requested Class Counsel Fees Payment,

Plaintiff and Class Counsel shall not have the right to revoke the Agreement, and it will remain binding.

- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$30,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$30,000, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties and liquidated damages (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$150,000 to be paid from the Gross Settlement Amount, with 75% (\$112,500) allocated to the LWDA PAGA Payment and 25% (\$37,500) allocated to the Individual PAGA Payments.
- 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$37,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, if applicable.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Favorite estimates that there are 7,290 Class Members who collectively worked a total of 73,161 Workweeks, and this estimate is the same for the number of Aggrieved Employees (7,290) and number of PAGA Pay Period (73,161).
- 4.2 Class Data. Not later than 14 calendar days after the Court grants Preliminary Approval of the Settlement, Favorite will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Favorite has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Favorite must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 Funding of Gross Settlement Amount. Favorite shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Favorite's share of payroll taxes by transmitting the funds to the Administrator no later than 15 business days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 15 business days after Favorite funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for

Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Favorite to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Favorite fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiffs' General Release. Plaintiffs and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney fees and costs) of any and every nature whatsoever, known or unknown, suspected or unsuspected, that they had, now have, or may hereafter claim to have against the Released Parties arising out of or in any way connected with their employment with, or otherwise relating to the Released Parties, arising or accruing from the beginning of time up through the Effective Date. Without limiting the generality of the foregoing, this release shall include, but not be limited to, any and all claims under the (a) Americans with Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Fair Labor Standards Act, as amended and the

Portal to Portal Act; (f) the Equal Pay Act; (g) the Employee Retirement Income Security Act, as amended; (h) the Consolidated Omnibus Budget Reconciliation Act; (i) the Rehabilitation Act of 1973; (j) the Family and Medical Leave Act; (k) the Civil Rights Act of 1966; (l) the California Fair Employment and Housing Act; (m) the California Constitution; (n) the California Labor Code; (o) the California Government Code; (p) the California Civil Code; and (q) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on equity, constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws, except for such claims that cannot be released by law.

Plaintiffs specifically acknowledge that they are aware of and familiar with the provisions of Section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Each Plaintiff, being aware of Section 1542, hereby expressly waives and relinquishes all rights and benefits she may have under Section 1542 as well as any other statutes or common law principles of a similar effect. Plaintiffs may hereafter discover facts in addition to or different from those which she now knows or believes to be true with respect to the subject matter of all the claims referenced herein, but stipulates and agrees that, upon the Effective Date, Plaintiffs shall and hereby do fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery of existence of such different or additional facts.

Nothing in this Agreement, including in the Plaintiffs' General Release, shall be construed to prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or act of retaliation against a person for reporting harassment or discrimination related to the Actions or waives Plaintiffs' right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Defendant, or on the part of the agents or employees of the Defendant, when Plaintiffs have been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature, prevents Plaintiffs from communicating with, filing a charge or complaint with, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, or any other any federal, state or local agency charged with the enforcement of any laws, including providing documents or any other information, or limits Plaintiffs from exercising rights under Section 7 of the NLRA to

engage in protected, concerted activity with other employees, although by signing this Agreement Plaintiffs are waiving rights to individual relief (including backpay, frontpay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiffs or on Plaintiffs' behalf by any third party, except for any right Plaintiffs may have to receive a payment or an award from a government agency (and not Defendant) for information provided to the government agency or where otherwise prohibited.

- 5.2 Release by Participating Class Members: All Participating Class Members (including Plaintiffs), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims for wages, statutory and civil penalties, damages and liquidated damages, premiums, interest, restitution, injunctive relief, fees and costs under federal and California law that were alleged in the operative Complaints and any Amended Complaints in the Actions, and/or any letters submitted by Plaintiffs to the LWDA against Favorite in the Actions, and/or claims which could have been alleged that reasonably relate to or which reasonably arise out of the same set of operative facts pled therein, whether such claims or forms of relief are known or unknown during the Class Period, including, but not limited to: California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 246(i), 500, 510, 512, 554, 558, 1174, 1174.5, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1199, 2800, 2802 and all Applicable Wage Orders and California Code of Regulations, 29 U.S.C. §§ 207, 216(b), Business & Professions Code § 17200 et seq., California Civil Code § 3287(a), California Code of Civil Procedure § 1021.5, and all other statutory and regulatory violations alleged in the operative Complaints and any Amended Complaints in the Actions, and with respect to the statutory and civil penalties claimed in the Actions, any source of obligation as a basis for claiming such penalties during the Class Period, including any and all obligations released above which are imposed by the applicable Wage Orders. The release shall be given full *res judicata* and *collateral estoppel* effect upon entry of judgment. All Participating Class Members who cash their Individual Class Payment checks (that will include language to the effect that cashing the check will release their rights under the FLSA for any claims pled or that could have been pled based on the factual allegations pled in the Operative Complaint and any Amended Complaint in the Actions) will also be deemed to have opted in for purposes of the FLSA, and their Released Claims will include a release of the FLSA claims based on claims alleged, or that could have been alleged based on the factual allegations pled in the Operative Complaint and any Amended Complaint in the Actions. Except as set forth in paragraph 5.3 of this Agreement, Participating Class Members (except Plaintiffs) do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
- 5.3 PAGA Release by Aggrieved Employees and Labor Workforce Development Agency: The Labor Workforce Development Agency, State of California, in addition to all Aggrieved Employees, and Plaintiffs as a proxy for the LWDA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all

claims for civil penalties under the Labor Code pursuant to PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints, any Amended Complaints in the Actions, the PAGA Notices and ascertained in the course of the Actions. The PAGA Release shall be given full res judicata and collateral estoppel effect upon entry of the judgment in this Action so as to bar the LWDA and any other individual or entity from filing or pursuing the PAGA Released Claims against the Released Parties in any forum.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 6.1 Favorite’s Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Favorite will prepare and deliver to Class Counsel a signed Declaration from Favorite and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Favorite shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement except for the two actions referenced above.
- 6.2 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres recipient. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than

30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the

National Change of Address database.

- 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Favorite or Class Counsel is contacted by or otherwise discovers any persons who believes they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of

authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator will also consult with Class Counsel and counsel for Favorite in an attempt to resolve any such challenges although the Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator will consult with Class Counsel and counsel for Favorite in an attempt to resolve any such challenges although has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed

declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Favorite estimates that, as of the date of this Settlement Agreement, (1) there are 7,290 Class Members and 73,161 Total Workweeks during the Class Period, which is the same number of Aggrieved Employees and Pay Periods during the PAGA Period. If the actual number of Workweeks in the Class Period exceeds 73,161 by more than 10%, the Gross Settlement Amount will be increased proportionally by that same percentage. In other words, if the actual number of workweeks exceeds 73,161 by 11%, the Gross Settlement Amount will increase by 1%.
9. **FAVORITE'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Favorite may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Favorite withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Favorite will remain responsible for paying all Settlement Administration Expenses incurred to that point. Favorite must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Favorite that any of the allegations in the Operative Complaint have merit or that Favorite has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Favorite's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Favorite reserves the right to contest certification of any class for any reasons, and Favorite reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Favorite's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Favorite and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Favorite and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Favorite, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Favorite nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Favorite in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Favorite unless, prior to the Court's discharge of the Administrator's obligation, Favorite makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

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Ashkan Shakouri
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Los Angeles, California 90025

Hali M. Anderson
GRAHAMHOLLIS APC
3555 Fifth Avenue, Suite 200
San Diego, CA 92103

Joshua Konecky
SCHNEIDER WALLACE COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608

To Favorite:

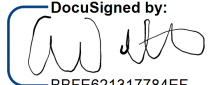
Laura E. Hayward
Kurt R. Bockes
LITTLER MENDELSON P.C.
333 Bush Street, 34th Floor
San Francisco, CA 94104

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.20 Neutral Employment Reference. Favorite agrees that it will adopt a neutral reporting policy regarding any future employment references related to each of the named Plaintiffs. In the event that any potential or future employers of Plaintiffs request a reference regarding Favorite's employment of Plaintiffs, Favorite shall only provide the named Plaintiffs' dates of employment and job titles during employment. Favorite shall not refer to the Actions or this Settlement.

Dated: 10/25/2022

DocuSigned by:

BBEE621317784EF...
By: _____
Plaintiff Akimasia Walker

Dated: _____

By: _____
Plaintiff Amy Weston

[SIGNATURES CONTINUE ON NEXT PAGE]

Joshua Konecky
SCHNEIDER WALLACE COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608

To Favorite:

Laura E. Hayward
Kurt R. Bockes
LITTLER MENDELSON P.C.
333 Bush Street, 34th Floor
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Dated: _____

By: _____
Plaintiff Akimasia Walker

Dated: 10/24/2022

DocuSigned by:
Amy Weston
By: _____
Plaintiff Amy Weston
6B7BEEFCC0E043C...

[SIGNATURES CONTINUE ON NEXT PAGE]

Dated: _____

By: _____
Plaintiff Alexander Gnaedig

Dated: _____

By: _____
Plaintiff Janet Clifford

Dated: _____

By: Christopher Brink
Favorite Healthcare Staffing, Inc.
Name: Christopher Brink
Title: President / CEO

AS TO FORM:

Dated: _____

By: _____
Hali M. Anderson
Alyssa L. Smith
GrahamHollis APC
Counsel for Plaintiff Walker

Dated: _____

By: _____
Ashkan Shakouri
Shakouri Law Firm
Counsel for Plaintiff Weston

Dated: _____

By: _____
Jonathan M. Genish
Blackstone Law, APC
Counsel for Plaintiff Gnaedig

Dated: _____

By: _____
Joshua Konecky
Nathan Piller
Schneider Wallace Cottrell Konecky LLP
Counsel for Plaintiff Clifford

Dated: _____

By: _____
Plaintiff Alexander Gnaedig

Dated: _____

By: _____
Plaintiff Janet Clifford

Dated: _____

By: _____
Favorite Healthcare Staffing, Inc.
Name:
Title:

AS TO FORM:

Dated: _____

By: _____
Hali M. Anderson
Alyssa L. Smith
GrahamHollis APC
Counsel for Plaintiff Walker

Dated: 10/24/22

By: Ashkan Shakouri
Ashkan Shakouri
Shakouri Law Firm
Counsel for Plaintiff Weston

Dated: _____

By: _____
Jonathan M. Genish
Blackstone Law, APC
Counsel for Plaintiff Gnaedig

Dated: _____

By: _____
Joshua Konecky
Nathan Piller
Schneider Wallace Cottrell Konecky LLP
Counsel for Plaintiff Clifford

Dated: 10/24/2022

By: 
Plaintiff Alexander Gnaedig

Dated: _____

By: _____
Plaintiff Janet Clifford

Dated: _____

By: _____
Favorite Healthcare Staffing, Inc.
Name:
Title:

AS TO FORM:

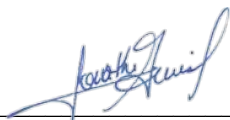
Dated: _____

By: _____
Hali M. Anderson
Alyssa L. Smith
GrahamHollis APC
Counsel for Plaintiff Walker

Dated: _____

By: _____
Ashkan Shakouri
Shakouri Law Firm
Counsel for Plaintiff Weston

Dated: October 24, 2022

By: 
Jonathan M. Genish
Blackstone Law, APC
Counsel for Plaintiff Gnaedig

Dated: _____

By: _____
Joshua Konecky
Nathan Piller
Schneider Wallace Cottrell Konecky LLP
Counsel for Plaintiff Clifford

Dated: _____

By: _____
Plaintiff Alexander Gnaedig

Dated: 10 / 24 / 2022

By:  _____
Plaintiff Janet Clifford

Dated: _____

By: _____
Favorite Healthcare Staffing, Inc.
Name:
Title:

AS TO FORM:

Dated: _____

By: _____
Hali M. Anderson
Alyssa L. Smith
GrahamHollis APC
Counsel for Plaintiff Walker

Dated: _____

By: _____
Ashkan Shakouri
Shakouri Law Firm
Counsel for Plaintiff Weston

Dated: _____

By: _____
Jonathan M. Genish
Blackstone Law, APC
Counsel for Plaintiff Gnaedig

Dated: _____

By:  _____
Joshua Konecky
Nathan Piller
Schneider Wallace Cottrell Konecky LLP
Counsel for Plaintiff Clifford

Dated: _____

By: _____
Plaintiff Alexander Gnaedig

Dated: _____

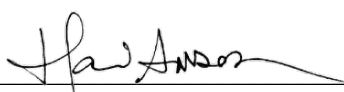
By: _____
Plaintiff Janet Clifford

Dated: _____

By: _____
Favorite Healthcare Staffing, Inc.
Name:
Title:

AS TO FORM:

Dated: 10/25/2022

By:  _____
Hali M. Anderson
Alyssa L. Smith
GrahamHollis APC
Counsel for Plaintiff Walker

Dated: _____

By: _____
Ashkan Shakouri
Shakouri Law Firm
Counsel for Plaintiff Weston

Dated: _____

By: _____
Jonathan M. Genish
Blackstone Law, APC
Counsel for Plaintiff Gnaedig

Dated: _____

By: _____
Joshua Konecky
Nathan Piller
Schneider Wallace Cottrell Konecky LLP
Counsel for Plaintiff Clifford

Dated: October 25, 2022

By: 

Laura E. Hayward
Kurt Bockes
Littler Mendelson P.C.
Counsel for Favorite

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Alexander Gnaedig et al. v. Favorite Healthcare Staffing, Inc., Case No. 21STCV20904

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from the settlement of several employee class action lawsuits (“Actions”) against Favorite Healthcare Staffing, Inc. (“Favorite”) for alleged wage and hour violations. The Action was filed by former Favorite employees Alexander Gnaedig, Akimasia Walker, Amy Weston, and Janet Clifford (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of hourly-paid and/or non-exempt employees of Favorite referred to as “Temporary Healthcare Professionals” who performed work in the State of California and were paid for one or more pay periods (“Class Members”) during the Class Period (January 1, 2021 through July 31, 2022); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly-paid and/or non-exempt employees of Favorite referred to as “Temporary Healthcare Professionals” who performed work in the State of California and were paid for one or more pay periods during the PAGA Period (January 1, 2021 through July 31, 2022) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Favorite to fund Individual Class Payments, and (2) a PAGA Settlement requiring Favorite to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Favorite’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Favorite’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks/pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Favorite to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Favorite.

If you worked for Favorite during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Favorite.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Favorite, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Favorite will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Favorite that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Favorite must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in	The Court's Final Approval Hearing is scheduled to take place on

the __ Final Approval Hearing	_____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Favorite's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Favorite employees. The Action accuses Favorite of violating California labor laws by failing to pay overtime wages, minimum wages, meal and rest premiums, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks, timely payment of all wages and accurate itemized wage statements and payroll records. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Blackstone Law, APC, GrahamHollis APC, Shakouri Law Firm, and Schneider Wallace Cottrell Konecky LLP ("Class Counsel").

Favorite strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Favorite or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Favorite hired a well-respected private mediator in an effort to resolve the Actions by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Actions and enforcing the Agreement, Plaintiffs and Favorite have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Favorite does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Favorite has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily

approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Favorite Will Pay \$3,650,000 as the Gross Settlement Amount (Gross Settlement). Favorite has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Favorite will fund the Gross Settlement not more than 15 business days after the Judgment entered by the Court becomes final. The Judgment will be final on the date upon which the time for appeal of the Court's entry of Judgment expires, or if the Judgment is timely appealed the date of final resolution of any appeal of the Judgment.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$1,216,666.67 (1/3 of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$40,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 to each named Plaintiff as a Class Representative Service Payment for filing the Actions, working with Class Counsel and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$30,000 to the Administrator for services administering the Settlement.
 - D. Up to \$150,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Favorite are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest, liquidated damages and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Favorite will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Favorite have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Favorite.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Favorite based on the PAGA Period facts alleged in the Actions.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Favorite have agreed that, in either case, the Settlement will be void: Favorite will not pay any money and Class Members will not release any claims against Favorite .

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks in consultation with Class Counsel and counsel for Favorite, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Favorite has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Favorite and the Released Parties for wages, statutory and civil penalties, damages and liquidated damages, premiums, interest, restitution, injunctive relief, fees and costs, based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Actions and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims for wages, statutory and civil penalties, damages and liquidated damages, premiums, interest, restitution, injunctive relief, fees and costs under federal and California law that were alleged in the operative Complaints and any Amended Complaints in the Actions, and/or any letters submitted by Plaintiffs to the LWDA against Favorite in the Actions, and/or claims which could have been alleged that reasonably relate to or which reasonably arise out of the same set of operative facts pled therein, whether such claims or forms of relief are known or unknown during the Class Period, including, but not limited to: California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 246(i), 500, 510, 512, 554, 558, 1174, 1174.5, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1199, 2800, 2802 and all Applicable Wage Orders and California Code of Regulations, 29 U.S.C. §§ 207, 216(b), Business & Professions Code § 17200 et seq., California Civil Code § 3287(a), California Code of Civil Procedure § 1021.5, and all other statutory and regulatory violations alleged in the operative Complaints and any Amended Complaints in the Actions, and with respect to the statutory and civil penalties claimed in the Actions, any source of obligation as a basis for claiming such penalties during the Class Period, including any and all obligations released above which are imposed by the applicable Wage Orders. The release shall be given full *res judicata* and *collateral estoppel* effect upon entry of judgment. All Participating Class Members who cash their Individual Class Payment checks (that will include language to the effect that cashing the check will release their rights under the FLSA for any claims pled or that could have been pled based on the factual allegations pled in the Operative Complaint and any Amended Complaint

in the Actions) will also be deemed to have opted in for purposes of the FLSA, and their Released Claims will include a release of the FLSA claims based on claims alleged, or that could have been alleged based on the factual allegations pled in the Operative Complaint and any Amended Complaint in the Actions. Except as set forth in paragraph 5.3 of this Agreement, Participating Class Members (except Plaintiffs) do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Favorite has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Favorite and the Released Parties, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Favorite and the Released Parties based on the PAGA Period facts alleged in the Actions and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

The Labor Workforce Development Agency, State of California, in addition to all Aggrieved Employees, and Plaintiffs a proxy for the LWDA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the Labor Code pursuant to PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints, any Amended Complaints in the Actions, the PAGA Notices and ascertained in the course of the Actions. The PAGA Release shall be given full res judicata and collateral estoppel effect upon entry of the judgment in this Action so as to bar the LWDA and any other individual or entity from filing or pursuing the PAGA Released Claims against the Released Parties in any forum.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$37,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA

Period, as recorded in Favorite's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Favorite's calculation of Workweeks and/or Pay Periods based on Favorite's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel and Favorite's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Alexander Gnaedig v. Favorite Healthcare Staffing, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Favorite are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes,

among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) _____ or the Court's website <https://www.lacourt.org/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Alexander Gnaedig v. Favorite Healthcare Staffing, Inc.* and include your name, current address, telephone number, and approximate dates of employment for Favorite and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in Department 58 of the Los Angeles Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Favorite and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.org/casesummary/ui> and entering the Case Number for the Action, Case No.

21STCV20904. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Joshua Konecky
SCHNEIDER WALLACE COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
(415) 421-7100

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

WORK SITE NAME
Jordan High School Site#64609
Butler Middle School Site #64608
St Joseph Hospital MAB site SLS INF 00009
Alameda County City of Berkeley
Flu/COVID San Francisco-Grove Mobile Site
Zuckerberg SF General Hospital (ZSFG) - Learning Center
K12 County of Sonoma/68144 - Sonoma - Fox Home Health Mobile
Veterans Home of California – Yountville
Long Beach - Cabrillo High School
San Bernardino K12
75967 Mission Neighborhood Health
CDCR Region III
Del Norte County Health Department
Department of State Hospitals - Metropolitan
Department of State Hospitals - Napa
Flu/COVID Marin County: Marin Health & Human Services
Glenn County
Los Angeles County - Eugene A. Obregon Park
Los Angeles County - Palmdale Oasis Park Recreation Center
Los Angeles County Mobile Site
Los Angeles County Site - Market Place Center
Mercy San Juan Medical Center
Moreno Valley Community Health Center
Pioneers Memorial Healthcare District (SF#72253)
Santa Barbara County
Sierra View Medical Center
Traver Elementary School
VETERANS HOME OF CALIFORNIA - BARSTOW
Veterans Home of California – Fresno
Veterans Home of California – West Los Angeles
Zuckerberg San Francisco General Hospital
(CA) Canoga Park
55417 - Madera County Public Health Site
57638 Santa Maria Health Center
61652 Moreno Valley -
62958 - Del Norte County
65224-Santa Cruz County
66582- Moreno Valley Mobile Teams -Elsinore
66583 - Moreno Valley Mobile Teams -Indio
66584- Moreno Valley Mobile Teams Temecula

68543 - Santa Cruz County Watsonville Vaccine Center
68725 Marin County
71836 Perris Valley Community Health Center
72008 Worsham Warehouse
A -B Rubidoux Community Health Center
A/B Flu/COVID San Francisco - Zuckerberg SF General Hospital Site
ADVENTIST HEALTH BAKERSFIELD
Adventist Health Delano
Adventist Health St. Helena
Adventist Health Tehachapi Valley
Adventist Health Tulare
Adventist Health Ukiah Valley
Adventist Health and Rideout
Alameda Hospital
Allan Hancock College
Allensworth School
Alpaugh Memorial
Antelope Valley Health Center
Antelope Valley Hospital
Antelope Valley Public Health Center
Bakersfield Memorial Hospital
Banc Of California Stadium
Barton Memorial Hospital
Brandel Manor (#72760)
Butte County Public Health 79333
CDCR Avenal State Prison (ASP)
CDCR California City Correctional Facility (CAC)
CDCR California Correctional Center (CCC)
CDCR California Correctional Institution (CCI)
CDCR California Health Care Facility Stockton (CHCF)
CDCR California Institution for Men (CIM)
CDCR California Institution for Women (CIW)
CDCR California Medical Facility (CMF)
CDCR California Men's Colony (CMC)
CDCR California Rehabilitation Center (CRC)
CDCR California State Prison, Centinela (CEN)
CDCR California State Prison, Corcoran (COR)
CDCR California State Prison, Los Angeles County (LAC)
CDCR California State Prison, Sacramento (SAC)
CDCR Calipatria State Prison (CAL)
CDCR Central California Women's Facility (CCWF)
CDCR Chuckawalla Valley State Prison (CVSP)

CDCR Correctional Training Facility (CTF)
CDCR Folsom State Prison (FSP)
CDCR Ironwood State Prison (ISP)
CDCR Kern Valley State Prison (KVSP)
CDCR Mule Creek State Prison (MCSP)
CDCR North Kern State Prison (NKSP)
CDCR Pelican Bay State Prison (PBSP)
CDCR Pleasant Valley State Prison (PVSP)
CDCR Region I
CDCR Region II
CDCR Region IV
CDCR Richard J. Donovan Correctional Facility (RJD)
CDCR Salinas Valley State Prison (SVSP)
CDCR San Quentin State Prison (SQ)
CDCR Sierra Conservation Center (SCC)
CDCR Substance Abuse Treatment Facility and State Prison, Corcoran (SATF-CSP, Corcoran)
CDCR Valley State Prison (VSP)
CDCR Wasco State Prison (WSP)
CSU Northridge
CSU Northridge La Vax
CSU Stanislaus
Calaveras County
Caldor Fire Base Camp
Champions for Health Mobile Site
Clairemont MAB Center
Cloverdale Healthcare Center (SF#72750)
Clovis Community Medical Center
College Oak Nursing and Rehabilitation Center
Commerce Citizens Center
Community Regional Medical Center
Delft Church of God
Department of Health and Human Services
Department of State Hospitals- Napa
Department of State Hospitals- Patton
Department of State Hospitals-Atascadero
Department of State Hospitals-Coalinga
Department of State Hospitals - Atascadero
Desert Valley Hospital
Dignity Health - California Hospital Medical Center
Dignity Health - St. Bernardine Medical Center
Doctors Medical Center
Dycora Transitional Health - Weber Oaks
ELA St. Johns Well Child and Family Center

EMANATE HEALTH QUEEN OF THE VALLEY HOSPITAL
ESPN FF9 #21046
EXS Renaissance Hotel 2 (CA)
EXS Renaissance Hotel 1 (CA)
EXS San Jose Marriott 1 (CA)
Eisenhower Health
El Dorado 58836
El Dorado County - Barton Health
El Dorado County - Heavenly Ski Site
El Dorado County Mobile Site
El Dorado South Tahoe Fire Training Center
Emanate Health Foothill Presbyterian
Emanate Health Foothill Presbyterian Hospital
Escondido Monoclonal Antibody Center
Eugene A Obregon Park Vaccine
Exeter Memorial Building
Flu/COVID San Bernardino - San Bernardino County K12 Mobile Teams Site
Flu/COVID San Francisco - Maxine Hall Health Center Site
Flu/COVID San Francisco - Mobile Vaccine Team
Flu/COVID San Francisco - SFDPH Grove Mobile Site
Flu/COVID San Francisco - Southeast Health Center
Flu/COVID San Francisco - Zuckerberg SF General Hospital
Flu/COVID San Francisco – Potrero Hill HC Site.V
Flu/COVID Sonoma County SRCH Dutton Campus Site
Fountain Valley Regional Hospital and Medical Center
Fox Home Health
Fox Home Health Mobile Site
Fox Home Health Site
Freemont Wellness Center
Fresno Heart
G ST. EDNA SUBACUTE AND REHABILITATION CENTER
Garden Grove Hospital
Good Samaritan Hospital- Bakersfield (SF#75071)
Hawaiian Gardens MAB
Hazel Hawkins Memorial Hospital (SF#75429)
Hemet Family Care Center
Heritage Gardens Health Care Center (SF#73774)

Highland Hospital
Humboldt County - Arcata
Imperial County TVRC
Indio Border TVRC
International Ag Center
Ivanhoe Memorial Hall
Jurupa Valley Community Health Center
K12 County of San Diego - Orange Glen High School
K12 County of San Diego - San Pasqual High School
K12 County of San Diego - Valley High School
K12 County of San Diego- Champions for Health Mobile Site.
K12 County of Santa Barbara - Dos Pueblos High School Site
K12 County of Santa Barbara - Goleta Valley Junior High School Site
K12 County of Santa Barbara - La Cumbre Junior High Site
K12 County of Santa Barbara - Orcutt Junior High School Site
K12 County of Santa Barbara - Santa Barbara High School Site
K12 County of Santa Barbara - Santa Barbara Junior High School Site
K12 County of Santa Barbara - Santa Maria Bonita School District Site
KAISER FOUNDATION HOSPITAL - BALDWIN PARK
KAISER FOUNDATION HOSPITAL - SOUTH SACRAMENTO
Kaiser Foundation Hospital - Roseville
Kaiser Foundation Hospital Orange County Irvine
Kaiser Permanente Downey
Kaiser Permanente Fontana Medical Center
Kaiser Permanente Moreno Valley Medical Center
Kaiser Permanente Ontario Vineyard
Kaiser Permanente San Diego Medical Center
Kaiser Permanente Zion Medical Center
Kedren Community Health Center
Kern Medical Center
Keweenaw Delta Medical Center
Kindred Hospital La Mirada
Kindred Hospital Santa Ana

LA County Office of Education
LAC+USC MEDICAL CENTER
La Familia & SNAHC
Lake County - Lakeport Vaccine
Lake Elsinore Family Care Center
Lake Elsinore WIC
Lakewood Regional Medical Center
Lathrop Community Center
Lindsay High School
Lompac Health Care Center
London Hodges Community Bldg
Long Beach CC Youth Camp
Long Beach Convention & Entertainment Center
Long Beach Health and Human Services
Los Angeles County - Balboa Complex Center
Los Angeles County - Butler Middle School
Los Angeles County - Butler Middle School 70487
Los Angeles County - Commerce Senior Center
Los Angeles County - Ted Watkins Memorial
Los Robles Hospital & Medical Center
MED Hyatt Regency San Francisco 1 (CA)
MED Los Angeles Airport Marriott 1 (CA)
MED Los Angeles Airport Marriott 3 (CA)
MERCY MEDICAL CENTER
Madera Community Hospital
Marin County Fairgrounds
Marin County Vaccine
Marin Health & Human Services Mobile Site
Market Street Center
Marshall Medical Center SF 72458
Mary Burn Elementary
Maxine Hall Health Center
Medex Medical Group
Memorial Medical Center
Mercy General Hospital
Mercy Hospital - Downtown
Mercy Hospital of Folsom
Methodist Hospital of Sacramento
Mission Hospital Regional Hospital
Mission Neighborhood Health Center
Mission Wellness
Modesto Centre Plaza
Monson Sultana Joint Union Elementary
Moreno Valley Mobile Teams - Riverside 66587
Moreno Valley Mobile Teams -Temecula 66582
Moreno Valley Site

Mt Zion Church
NORTHERN INYO HOSPITAL (SF#75350)
Neighborhood Church
Neighborhood Health Care Infusion Center Palomar
Norwalk Arts & Sports Complex
Oak Valley Hospital
Oakland Coliseum FEMA Vaccine Site
Oakland Coliseum Site
Olympia Medical Center
One Community Health
Ontario Convention Center
Orsosi Memorial Hall
Oxnard Mobile Team
PALMDALE REGIONAL MEDICAL CENTER
PARADISE VALLEY HOSPITAL
PAT Renaissance Hotel 1 (CA)
PAT Renaissance Hotel 2 (CA)
PAT San Jose Marriott 1 (CA)
PIH Health Hospital - Downey
PIH Health Hospital - Whittier
PIH Health Hospital-Whittier
POMONA VALLEY HOSPITAL MEDICAL CENTER
PROVIDENCE LITTLE COMPANY OF MARY MEDICAL CENTER TORRANCE
Pacifica Hospital of the Valley
Palm Springs Family Care Center
Palmdale Regional Hospital
Pasadena Public Health
Petaluma Health Center
Petaluma Health Center McDowell Site
Petaluma Health Center Mobile Pediatric Clinic
Pomona Fairplex
Poplar Ball Park
Porterville Fairgrounds
Prime Medical
Providence Holy Cross Medical Center
Providence Saint Joseph Medical Center
Pucci Pharmacy SLS-VACC-00081
Riverside Co Mobile
Riverside Community Hospital
Riverside Neighborhood Community Health Center
Riverside University Health System- Medical Center
Roseland Regional Library SLS-VACC-00079
SAINT FRANCIS MEDICAL CENTER

Sacramento County - Luther Burbank High School
San Bernadino County Mobile Units
San Bernardino County
San Bernardino County - Middle College High School Site
San Bernardino County Public Health
San Diego Champions for Health
San Diego County - YMCA
San Diego County Public Health
San Diego County School Sites
San Diego County – Jacob Center
San Diego Emergency Shelter
San Diego Four Points Border TVRC
San Diego Four Points TVRC
San Diego Post-Acute (#72306)
San Diego Ramada Inn Border TVRC
San Diego Ramada Inn MAB
San Diego Ramada Inn TVRC
San Francisco County - Grove Street Mobile Site
San Francisco Department of Health
San Francisco Mobile Site
San Francisco Mobile Units
San Joaquin County EOS
San Joaquin EOS
San Joaquin General Hospital
San Leandro Hospital
San Ramon Regional Medical Center
Santa Barbara County Public Health
Santa Barbara Health Care Center
Santa Barbara Public Health
Santa Clara - Levi Stadium Site 56406
Santa Clara County Fairgrounds
Santa Clara Valley Medical Center
Santa Cruz County Jails (SF# 74142)
Santa Cruz Health Mobile Education Site
Santa Rosa Brookwood Campus
Santa Rosa Community Health Center
Santa Rosa Community Health Pediatric Campus
Santa Rosa Community Library
Santa Rosa Dutton Campus
Santa Rosa Lombardi Campus
Sharp Coronado Hospital and Healthcare Center
Sharp Memorial Hospital
Shasta College
Shasta Regional Medical Center
Sherwood Oaks Healthcare Center

Sierra Nevada Memorial Hospital
Siskiyou Fairgrounds
Six Flags Magic Mountain
Solano County Fairgrounds
South East Health Center Clinic
South Oxnard Public Health
South Regional Live Well Center at Chula Vista
Southern California Vaccination Territory
St. John's Regional Medical Center
St. John's Well Child and Family Center (Avalon Clinic)
St. Joseph Hospital
St. Joseph Hospital - Eureka
St. Mary Medical Center
Stanislaus - CSU
Stanislaus – Modesto Center Plaza
Strathmore Harmony Magnet Academy
Sutter Coast Hospital MAB Infusion
THE REHABILITATION CENTER OF BAKERSFIELD
Terra Bella
The Forum
Three Rivers Lions Club Roping Arena
Tod Grove Park
Tulare - Porterville College
Tulare COS Vaccine
Tulare County - Manuel Hernandez
Tulare County Mobile Units
VETERANS HOME OF CALIFORNIA - CHULA VISTA
VICTORIA POST ACUTE CENTER (SF#72226)
Veterans Home of California - West Los Angeles
Veterans Home of California – Redding
Veterans United 1249; PO#: 1249-052
Victoria Post Acute Care
WFD Inyo-Tri County Fairgrounds Site
Waukena Joint Union Elementary
Wellpath- Fresno County
Wellpath- San Luis Obispo County
Wellpath- Santa Barbara County
West Anaheim Medical Center
West Anaheim Medical Center (SF#75400)
White Memorial Community Health Center #80673
Windsor Care Center
Wyndham Garden TVRC
Wyndham MAB Infusion
Yolo County HHSA Mobile Site
Zuckerberg Hospital

Corona Community Health Center
Heritage Gardens Health Care Center (SF#73774)
St. Edna Subacute and Rehabilitation Center



Reschedule a Reservation

Reservation

Reservation ID:
191962494900

Reservation Type:
Motion re: (Preliminary Approval of Class and PAGA Settlement)

Case Number:
21STCV20904

Case Title:
ALEXANDER GNAEDIG vs FAVORITE HEALTHCARE STAFFING, INC.

Filing Party:
Alexander Gnaedig (Plaintiff)

Location:
Stanley Mosk Courthouse - Department 58

Date/Time:
November 30th 2022, 9:30AM

Status:
RESERVED

Number of Motions:
1

Motions to Reschedule

Motion re: (Preliminary Approval of Class and PAGA Settlement)

Reschedule To:

Date: 12/07/2022 9:00 AM

Location: Stanley Mosk Courthouse - Department 58

Fees

Description	Fee	Qty	Amount
Reschedule Fee	20.00	1	Chat
Credit Card Percentage Fee (2.75%)	0.55	1	

Description	Fee	Qty	Amount
TOTAL			\$20.55

Payment

Amount:
\$20.55

Type:
AmericanExpress

Account Number:
XXXX1008

Authorization:
162876

-  Print Receipt
-  [Reserve Another Hearing](#)
-  [View My Reservations](#)