

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:

Jonathan M. Genish
BLACKSTONE LAW, APC
8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211

Ashkan Shakouri
SHAKOURI LAW FIRM
11601 Wilshire Blvd., Fifth Floor
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:

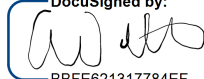
Laura E. Hayward
Kurt R. Bockes
LITTLER MENDELSON P.C.
333 Bush Street, 34th Floor
San Francisco, CA 94104

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
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: _____

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:

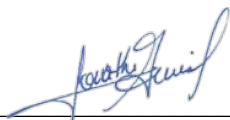
Dated: _____

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: _____

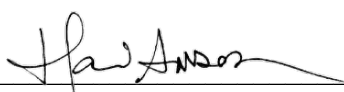
By: _____
Plaintiff Janet Clifford

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:

Jonathan M. Genish
BLACKSTONE LAW, APC
8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
(310) 622-4278

Ashkan Shakouri
SHAKOURI LAW FIRM
11601 Wilshire Blvd., Fifth Floor
Los Angeles, California 90025
(310) 575-1827

Hali M. Anderson
GRAHAMHOLLIS APC
3555 Fifth Avenue, Suite 200
San Diego, CA 92103
(619) 692-0800

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