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**Attorney for Plaintiff:
William Sweeney, on behalf of himself and
a class of others similarly situated,**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

WILLIAM SWEENEY, on behalf of himself
and a class of others similarly situated,

Plaintiff,

vs.

DOBRIN GROUP, INC. DBA THE TESTING
COMPANY, a California Corporation;
ELEVATE STAFFING INC , a California
Corporation; BORIS DOBRIN, an Individual;
VADIM DOBRIN, an Individual; EDWARD
WOOD, an Individual; JAMES ANDERSON,
an Individual; CARINA FILEK, an Individual;
and, DOES 1 THROUGH 50, INCLUSIVE,

Defendants.

CASE NO.: 22STCV34436

[Deemed Related to Case No.
22STCV13256 on April 11, 2024]

*[Assigned for all purposes to the Hon.
Samantha P. Jessner, Spring Street
Courthouse- Dept. "7"]*

**JOINT STIPULATION FOR CLASS
ACTION SETTLEMENT**

OFFIT KURMAN, P.C.

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Attorneys for Elevate Staffing, Inc.

DONABEDIAN LAW, APC

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Attorneys for Defendant Nightingale's List, LLC

DEFINITIONS

3. “Claims Administration Expenses” means the costs payable to the Claims Administrator for administering this Settlement, including, but not limited to, establishing and administering a qualified settlement fund account; printing, distributing (including with appropriate postage), and tracking documents for this Settlement; any searches to locate any Class

1 Members; conducting a National Change of Address (“NCOA”) search; tax reporting;
2 distributing the Individual Settlement Payments, Class Representatives Enhancement Payment,
3 Class Counsel Fees and Costs; and providing necessary certification of completion of notice,
4 reports and declarations; and other responsibilities set forth in this Settlement Agreement and as
5 requested by the Parties. The Claims Administration Expenses are currently estimated to be not
6 more than \$5,750.00.

7 4. “Class Counsel” means Morris Nazarian of the Law Offices of Morris Nazarian,
8 APC.

9 5. “Class Counsel Fees and Costs” means attorneys’ fees, costs, and expenses
10 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all costs
11 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs
12 associated with documenting the Settlement, providing any notices required as part of the
13 Settlement or Court Order, securing the Court’s approval of the Settlement, administering the
14 Settlement, and obtaining entry of the Judgment terminating the Action. Class Counsel will
15 request attorneys’ fees not to exceed one-third of the Gross Settlement Amount or (\$32,416.67)
16 and litigation costs and expenses not to exceed Fifteen Thousand Dollars (\$15,000). Defendants
17 have agreed not to oppose Class Counsel’s request for Class Counsel Fees and Costs. The Parties
18 agree that the Court’s approval of any request for attorneys’ fees or litigation costs is not a
19 condition of the Settlement Agreement and that an award of less than the amounts requested
20 would not give rise to a basis to abrogate the Settlement Agreement. Any amount of requested
21 attorneys’ fees or litigation costs not approved by the Court shall be allocated to the Net
22 Settlement Amount. Plaintiff, Class Counsel, and the Settlement Class waive any additional claim
23 for attorneys’ fees and litigation costs incurred in connection with the Action.

24 6. “Class List” means a complete list of all Class Members that Defendant will
25 diligently and in good faith compile from its records and provide on a confidential basis to the
26 Claims Administrator within fourteen (14) calendar days after the Court’s entry of an order
27 granting preliminary approval of this Settlement provided that the information on the Class List
28 will be used only for purposes of administering the Settlement, will not be disclosed to Plaintiffs,

1 Class Counsel, or any member of the Settlement Class without Defendant's written permission.
2 The Class List will be formatted in Microsoft Office Excel and Defendant will use its reasonable
3 best efforts to include each Class Member's full name; most recent mailing address; last known
4 telephone number if readily available; dates of employment and number of workweeks (as
5 defined below) worked during the Class Period; and employee Social Security number.

6 7. "Class Member(s)" or "Settlement Class" means: all non-exempt individuals
7 employed by (a) Elevate Staffing, Inc. or (b) Nightingale's List, LLC, who were assigned to work
8 for The Testing Company, LLC at COVID-19 testing sites in the State of California at any time
9 during the Settlement Class Period. Based on Defendants' verified discovery responses and
10 information exchanged by the Parties, the Settlement Class consists of approximately ninety-four
11 (94) individuals placed by Elevate Staffing, Inc. and five (5) individuals placed by Nightingale's
12 List, LLC, for a total of approximately ninety-nine (99) Settlement Class Members who worked
13 for The Testing Company, LLC in the State of California at any time during the period from
14 October 27, 2018, through December 31, 2025. For avoidance of doubt, **Dobrin Group, Inc.**
15 **dba The Testing Company; Boris Dobrin, an individual; Vadim Dobrin; The Testing**
16 **Company, LLC; Back Office Staffing Solutions, LLC; and Social Protection Services Corp.**
17 **dba Social Protection Services, Inc. dba Social Protection Services are not settling**
18 **defendants and are not parties to this Settlement are expressly excluded from the definition**
19 **of "Released Parties" as set forth in Paragraph 27.**

20 8. "Class Period" means the period during which Settlement Class Members were
21 employed by Elevate Staffing, Inc. and/or Nightingale's List, LLC and assigned to work for The
22 Testing Company, LLC at COVID-19 testing sites in the State of California, beginning October
23 27, 2018 and continuing through December 31, 2025.

24 9. "Class Representative Enhancement Payment" means the amount to be paid from
25 the Gross Settlement Amount to the Named Plaintiff in exchange for executing a general release
26 and in recognition of his efforts in prosecuting the Action on behalf of Class Members. Plaintiff
27 will request and Defendants will not oppose Plaintiff's application to the court for a payment not
28 to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), subject to Court approval. The

1 Service Award will not be a material term of the Settlement Agreement, and if the Court approves an
2 award of less than the requested amount, such change will not give rise to a basis to abrogate the
3 Settlement Agreement.

4 10. "Court" means the Los Angeles County Superior Court, or any other court taking
5 jurisdiction of the Action.

6 11. "Defendants" means Elevate Staffing, Inc. and Nightingale's List, LLC,
7 collectively, and each of them individually, including their respective predecessors, successors,
8 and assigns, solely for purposes of this Settlement.

9 12. "Effective Date" means the date when the Final Approval Order becomes final and
10 Defendants fully funded the Gross Settlement Amount and employer's share of payroll taxes.
11 For purposes of this Paragraph, the Final Approval Order "becomes final" upon the last to occur
12 of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon
13 which the Court enters the final judgment; (b) if an objection is filed and not withdrawn, the deadline for
14 filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the date of the
15 resolution or withdrawal of any such appeal in a way that does not alter the terms of the settlement.

16 13. "Gross Settlement Amount" means the maximum settlement amount of Ninety-
17 Seven Thousand Two Hundred Fifty Dollars (\$97,250.00), consisting of \$92,250.00 paid by
18 Elevate Staffing, Inc. and \$5,000.00 paid by Nightingale's List, LLC, inclusive of all payments
19 to Settlement Class Members, the PAGA Settlement Amount, attorneys' fees and costs,
20 settlement administration expenses, and the Class Representative Enhancement Payment.
21 Defendants shall pay the employer's share of payroll taxes in addition to the Gross Settlement
22 Amount.

23 14. "Individual Settlement Payment" means the amount paid to a Settlement Class
24 Member from the Net Settlement Amount, calculated on a pro rata basis according to the number
25 of Workweeks worked by that Settlement Class Member during the Class Period, as determined
26 by Defendants' records and administered by the Settlement Administrator.

27 15. "Named Plaintiff" means William Sweeney, the named plaintiff in the Action.

28 16. "Net Settlement Amount" means the portion of the Gross Settlement Amount

1 remaining after deduction of all Court-approved: (a) attorneys' fees; (b) litigation costs; (c)
2 settlement administration expenses; (d) the Class Representative Enhancement Payment; and (e)
3 the PAGA Settlement Amount. The Net Settlement Amount shall be distributed to Settlement
4 Class Members as Individual Settlement Payments.

5 17. "Notice of Objection" means a Class Member's valid and timely written objection
6 to the Settlement Agreement. For the objection to be valid, it must include: (i) the objector's full
7 name, signature, address, and telephone number; and (ii) a written statement of all grounds for
8 the objection accompanied by any legal support for such objection. Further, an objector may
9 appear at the Final Approval hearing, either in person or through counsel, at his or her expense,
10 regardless of whether the objector submitted a Notice of Objection. The Parties will be permitted
11 to respond in writing to such objections at least seven (7) calendar days prior to the Final
12 Approval hearing or within the time period set by the Court.

13 18. "Notice" means the Notice of Class Action Settlement, substantially in the form
14 attached as Exhibit A.

15 19. "PAGA" means the California Private Attorneys General Act of 2004, which is
16 codified in California Labor Code §2698, et seq.

17 20. "PAGA Group Member(s)" means all non-exempt individuals employed by
18 Elevate Staffing, Inc. or Nightingale's List, LLC who worked for The Testing Company, LLC in
19 the State of California at any time during the PAGA Period and who are aggrieved employees
20 within the meaning of California Labor Code section 2699(c). who worked for The Testing
21 Company, LLC in the State of California during the period from June 23, 2021, through
22 December 31, 2025, and who are aggrieved employees within the meaning of California Labor
23 Code section 2699(c).

24 21. "PAGA Period" means the period from June 23, 2021, through December 31,
25 2025.

26 22. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
27 allocated to resolution of claims for civil penalties under the California Private Attorneys General
28 Act of 2004, Labor Code section 2698 et seq., of which seventy-five percent (75%) shall be paid

1 to the California Labor and Workforce Development Agency and twenty-five percent (25%) shall
2 be distributed to PAGA Aggrieved Employees, subject to Court approval. The Parties have
3 agreed that the PAGA Settlement Amount is Five Thousand Dollars (\$5,000), subject to Court
4 approval. Of the PAGA Settlement Amount, 75% or Three Thousand Seven Hundred Fifty
5 Dollars (\$3,750) will be paid to the LWDA and the remaining 25% or One Thousand Two
6 Hundred Fifty Dollars (\$1,250) will be distributed to PAGA Group Members. Should the LWDA
7 object to the amount of this payment, the parties agree to work in good faith to negotiate another
8 agreeable amount.

9 23. "Participating Class Members" means all Class Members who do not submit valid
10 Requests for Exclusion.

11 24. "Preliminary Approval" means the Court order granting preliminary approval of
12 the Settlement Agreement.

13 25. "Released PAGA Claims" means all claims for civil penalties that were asserted
14 or could have been asserted under the California Private Attorneys General Act of 2004, Labor
15 Code section 2698 et seq., against the Released Parties, based on the facts alleged in the Action
16 and the June 23, 2022 PAGA Notice, for violations occurring during the PAGA Period.

17 26. "Released Claims" means any and all claims, debts, liabilities, demands,
18 obligations, penalties, costs, expenses, attorney's fees, damages, action or causes of action of
19 whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or
20 that reasonably could have been alleged based on the facts alleged in the Action, including claims
21 for: (a) Failure to Provide Meal Periods or Compensation Thereof; (b) Failure to Provide Rest
22 Periods or Compensation in Lieu Thereof; (c) Failure to Pay Wages, Minimum Wages and/or
23 Overtime; (d) Failure to Furnish and Keep Accurate Wage Statements and Payroll; (e) Waiting
24 Time Penalties; (f) Violations of the UCL; and (g) Penalties under PAGA. that could have been
25 premised on the claims, causes of action or legal theories of relief described above in (a)–(g)
26 during the Class Period. The Parties agree that the judgment, and Released Claims provided
27 herein, shall have *res judicata* effect. The Released Claims will cover all Class Members who
28 do not opt out.

1 27. “Released Parties” means Defendants Elevate Staffing, Inc. and Nightingale’s
2 List, LLC and Defendants Elevate Staffing, Inc. and Nightingale’s List, LLC’s former and present
3 parents, subsidiaries and affiliated companies and entities, and each of their current, former, and
4 future owners, officers, shareholders, directors, members, managers, operators, employees,
5 consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll
6 providers, joint venturers, and agents, and any successors, assigns, or legal representatives and
7 any individual or entity who or which could be jointly liable with Defendants Elevate Staffing,
8 Inc. and Nightingale’s List, LLC and all persons or entities acting by, through, under or in concert
9 with any of them. **Notwithstanding the foregoing, the term “Released Parties” expressly**
10 **excludes: Dobrin Group, Inc. dba The Testing Company; Boris Dobrin, an individual;**
11 **Vadim Dobrin; The Testing Company, LLC; Back Office Staffing Solutions, LLC; and**
12 **Social Protection Services Corp. dba Social Protection Services, Inc. dba Social Protection**
13 **Services** (collectively, the “Excluded Parties”). No release, waiver, covenant, or settlement
14 obligation in this Settlement Agreement applies to any claims against the Excluded Parties, and
15 nothing herein shall be construed to release any Excluded Party.

16 28. “Request for Exclusion” means a timely letter submitted by a Class Member
17 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) set
18 forth the name, address, telephone number and last four digits of the Social Security Number of
19 the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned by
20 regular mail or fax to the Claims Administrator at the specified address or fax number indicated
21 in the Notice; (d) clearly state that the Class Member does not wish to be included in the
22 Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

23 29. “Response Deadline” means the deadline by which Class Members must fax or
24 postmark to the Claims Administrator a valid Request for Exclusion, submit objections to the
25 Settlement or dispute workweeks. The Response Deadline will be forty-five (45) calendar days
26 from the initial mailing of the Notice by the Claims Administrator. The Response Deadline for
27 Request for Exclusion, objection or dispute workweeks will be extended fifteen (15) calendar
28 days for any Class Member who is re-mailed a Notice by the Claims Administrator in accordance

1 with the notice procedure described herein. The Response Deadline may also be extended by
2 express agreement between Class Counsel and Defendant's counsel.

3 30. "Settlement Class Member" means any individual who falls within the definition
4 of the Settlement Class and who does not submit a timely and valid request for exclusion from
5 the Settlement, if applicable.

6 31. "Workweek" means the seven-day period, Monday through Sunday, in which a
7 Class Member worked five separate shifts. For weeks during which a Class Member worked
8 fewer than five shifts, the calculation of a workweek is determined proportionally, i.e., a seven-
9 day period in which an employee works only one shift is calculated as 1/5th of a workweek; two
10 shifts in such seven-day period is 2/5ths of a workweek, etc. Based on Elevate Staffing, Inc.'s
11 work records, the total number of workweeks during the Class Period attributable to Elevate
12 Staffing, Inc. employees is approximately 307 workweeks. Based on Nightingale's List, LLC's
13 work records, the total number of workweeks during the Class Period attributable to Nightingale's
14 List, LLC's employees is approximately 20 workweeks.

15 LITIGATION BACKGROUND

16 32. On October 27, 2022, Plaintiff William Sweeney filed this action, alleging that
17 Defendants engaged in uniform and unlawful wage-and-hour practices affecting non-exempt
18 employees who worked at COVID-19 testing sites throughout California, in violation of the
19 California Labor Code, the applicable Industrial Welfare Commission Wage Orders, the Unfair
20 Competition Law, and the Private Attorneys General Act of 2004 ("PAGA").

21 33. On November 1, 2023, Plaintiff amended the Complaint pursuant to Code of Civil
22 Procedure section 474 to substitute Defendant The Testing Company, LLC in place of DOE 1,
23 based on newly discovered facts concerning its role in operating COVID-19 testing sites and
24 controlling employees' wages, hours, and working conditions.

25 34. On January 15, 2025, Plaintiff further amended the Complaint pursuant to Code
26 of Civil Procedure section 474 to substitute Defendant Nightingale's List, LLC in place of DOE
27 3, based on newly discovered facts concerning its role in placing non-exempt employees to work
28 at The Testing Company's California testing sites during the relevant period.

1 35. Plaintiff alleges that during the relevant period, Defendants operated and staffed
2 COVID-19 testing sites throughout California and exercised control, directly or indirectly, over
3 employees' wages, hours, and working conditions. Plaintiff further alleges that Defendants
4 implemented common and centralized policies and practices that resulted in employees
5 performing uncompensated pre-shift and post-shift work; working off the clock; being denied
6 compliant meal and rest periods; not receiving meal or rest period premium pay; not being paid
7 all minimum, overtime, double-time, split-shift, and travel wages owed; receiving inaccurate
8 wage statements; and not being timely paid all wages due upon separation from employment.

9 36. Plaintiff contends that these alleged violations arose from Defendants' uniform
10 timekeeping, scheduling, staffing, and payroll practices and are therefore suitable for resolution
11 on a class-wide and representative basis.

12 37. Elevate Staffing, Inc. and Nightingale's List, LLC deny all allegations of
13 wrongdoing, deny liability, and contend that they complied at all times with applicable law. They
14 further deny that they were joint employers of Plaintiff or Settlement Class Members and deny
15 that class or representative treatment is appropriate for purposes other than settlement. Nothing
16 in this Stipulation shall be construed as an admission of liability or wrongdoing by any Defendant.

17 38. The Parties have conducted sufficient investigation, discovery, and informal
18 exchange of information to permit them to evaluate the merits of the claims and defenses, the
19 risks, costs, and uncertainties of continued litigation, and the benefits of settlement.

20 39. On October 28, 2025, the Parties participated in a full-day, in-person mediation
21 before Joan B. Kessler, Esq., Ph.D., a neutral mediator with extensive experience in complex
22 employment, class action, and PAGA matters. The mediation followed substantial investigation,
23 informal discovery, and the exchange of information sufficient to permit the Parties to
24 meaningfully evaluate the strengths and weaknesses of the claims and defenses.

25 40. As a result of the mediation, and after arm's-length negotiations facilitated by the
26 mediator, the Parties reached an agreement in principle resolving, on a class-wide and
27 representative basis, all claims asserted against Elevate Staffing, Inc. and Nightingale's List, LLC
28 arising from the allegations in the Action, subject to the negotiation and execution of this

1 Stipulation and approval by the Court.

2 41. In light of the foregoing, and taking into account the risks, costs, delays, and
3 uncertainties of continued litigation, including further discovery, class certification proceedings,
4 trial, and potential appeals, the Parties have concluded that the Settlement set forth in this
5 Stipulation is fair, reasonable, and adequate, and is in the best interests of Plaintiff, the Settlement
6 Class Members, the PAGA Aggrieved Employees, and the State of California.

7 **JURISDICTION AND VENUE**

8 42. This Court has jurisdiction over the Parties and the subject matter of this action.
9 This Court will have continuing jurisdiction over the terms and conditions of this Settlement
10 Agreement, until all payments and obligations provided for herein have been fully executed.

11 **TERMS OF AGREEMENT**

12 Plaintiff, on behalf of himself and the Settlement Class, and Defendants agree as follows:

13 43. No Admission. The Parties expressly acknowledge that this Settlement Agreement
14 is entered into solely for the purpose of compromising significantly disputed claims and that
15 nothing in this Settlement Agreement is an admission of liability or wrongdoing by Defendant
16 toward the Class Representatives, the Class Members, or any other person, or that class or
17 collective certification is appropriate. Each of the Parties has entered into this Stipulation of
18 Settlement with the intention to avoid further disputes and litigation with the attendant
19 uncertainty, inconvenience, expenses, and contingencies. This Settlement and any related court
20 documents or orders between the Parties may not be cited or otherwise admitted as evidence of
21 liability or that class or collective certification is appropriate or that a representative action could
22 ever be manageably tried before a court. There has been no final determination by the Court as
23 to the merits of the claims asserted by Plaintiff against Defendants or as to whether a class should
24 be certified, other than for settlement purposes only. Furthermore, nothing in this Settlement
25 Agreement shall be considered any form of waiver of any defenses by Defendants.

26 44. Certification. The Parties stipulate, for settlement purposes only, to the
27 certification of the Settlement Class described in Section 30 above as to all claims asserted in the
28 Complaint filed on October 27, 2022, pursuant to state law. If for any reason the Court does not

1 approve this Stipulation, fails to enter a Final Approval Order, or fails to enter the Judgment or
 2 Final Judgment, or if this Settlement Agreement is lawfully terminated for any other reason,
 3 Defendants shall retain the absolute right to dispute the propriety of class certification and/or the
 4 ability of this action to proceed as a representative action on all applicable grounds. The parties
 5 further stipulate that, for settlement purposes only, Plaintiff's counsel may be appointed Class
 6 Counsel and that Named Plaintiff may be appointed as Class Representative. Defendants'
 7 stipulation to this settlement class shall not be construed as an admission or acknowledgment of
 8 any kind that any class should be certified or given class action treatment. The Settlement Class
 9 may be provisionally certified as a class action for the purposes of the monetary relief provided
 10 in this Settlement Agreement. Plaintiff's counsel, Morris Nazarian of the Law Offices of Morris
 11 Nazarian, APC may be preliminarily and conditionally appointed as Class Counsel.

12 45. Non-Approval By The Court. In the event that this Settlement Agreement is not
 13 approved by the Court, fails to become effective, is reversed, withdrawn or modified by the Court,
 14 or the Court does not enter a Final Approval Order and this Settlement Agreement does not
 15 become effective, the following will occur:

- 16 a. on the date final approval is denied, the status of the Action will be deemed
 17 to return to its status at the time immediately prior to and as if the Parties
 18 had never executed this Settlement Agreement other than the non-admission
 19 provisions in Section 37 above which shall remain binding;
- 20 b. The preliminary and conditional certification of the Settlement Class, if
 21 applicable, shall become null and void, and the fact of such certification
 22 shall not be admissible in any proceeding for any purpose, and
- 23 c. Defendants will pay the Claims Administrator for any costs incurred by the
 24 Claims Administrator.

25 46. Settlement Funding.

26 **A. Settlement Funding by Elevate Staffing, Inc.**

27 Elevate Staffing, Inc. shall fund its portion of the Gross Settlement Amount,
 28 totaling Ninety-Two Thousand Two Hundred Fifty Dollars (\$92,250.00),

according to the following schedule:

First Payment:

Thirty Thousand Dollars (\$30,000.00) shall be paid on the later of:

(a) one (1) year after October 28, 2025, or

(b) thirty (30) days after the Effective Date;

Second Payment:

Thirty Thousand Dollars (\$30,000.00) shall be paid within sixty (60) days after the Effective Date; and

Final Payment:

Thirty-Two Thousand Two Hundred Fifty Dollars (\$32,250.00) shall be paid within ninety (90) days after the Effective Date.

All payments by Elevate Staffing, Inc. shall be made to the Settlement Administrator, unless otherwise agreed by the Parties or ordered by the Court.

B. Settlement Funding by Nightingale's List, LLC

Nightingale's List, LLC shall fund its portion of the Gross Settlement Amount, totaling Five Thousand Dollars (\$5,000.00), in a single payment on the later of:

(a) one (1) year after October 28, 2025, or

(b) thirty (30) days after the Effective Date.

Payment shall be made to the Settlement Administrator, unless otherwise agreed by the Parties or ordered by the Court.

C. Employer-Side Payroll Taxes

Defendants shall separately pay any employer-side payroll taxes attributable to the wage portion of settlement payments, if any. Such amounts shall be paid in addition to, and shall not be deducted from, the Gross Settlement Amount.

D. No Modification of Funding Obligations

The funding obligations set forth in this Section reflect the full and complete settlement consideration agreed to by the Parties. No interest, penalties, acceleration, stipulated judgment, or reversionary provisions shall apply except as

1 expressly set forth herein or as required by law.

2 47. Class Counsel Fees and Costs. Defendants agree not to oppose or impede any
3 application or motion by Class Counsel for an award of attorneys' fees in an amount not to exceed
4 one-third (1/3) of the Gross Settlement Amount, or Thirty-Two Thousand Four Hundred Sixteen
5 Dollars and Sixty-Seven Cents (\$32,416.67), and for reimbursement of litigation costs and
6 expenses actually incurred in connection with the prosecution and settlement of the Action, not
7 to exceed Fifteen Thousand Dollars (\$15,000.00), all subject to Court approval. In consideration
8 of any attorneys' fees and costs awarded by the Court, Plaintiff and Class Counsel waive any and
9 all rights to seek or recover any additional attorneys' fees, costs, or expenses from Defendants or
10 the Released Parties in connection with the Action. The Parties agree that the Court's approval
11 of any request for attorneys' fees or litigation costs is not a condition of the Settlement Agreement
12 and that an award of less than the amounts requested would not give rise to a basis to abrogate
13 this Settlement Agreement. Any amount of requested attorneys' fees or litigation costs not
14 approved by the Court shall be allocated to the Net Settlement Value.

15 48. Class Representative Enhancement Payment. In exchange for Plaintiff William
16 Sweeney executing a general release, and in recognition of his efforts in prosecuting the Action
17 on behalf of the Settlement Class and PAGA Aggrieved Employees, Defendants agree not to
18 oppose or impede any application or motion for a Class Representative Enhancement Payment in
19 an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), subject to Court
20 approval. The Class Representative Enhancement Payment shall be paid from the Gross
21 Settlement Amount and shall be in addition to Plaintiff's Individual Settlement Payment paid
22 pursuant to the Settlement. Plaintiff shall be solely and legally responsible for the payment of any
23 and all applicable taxes, penalties, and interest associated with the Class Representative
24 Enhancement Payment, and Plaintiff agrees to indemnify and hold Defendants harmless from any
25 claim, demand, or liability arising out of the tax treatment of such payment. The Class
26 Representative Enhancement Payment will not be a material term of this Settlement Agreement,
27 and if the Court approves an award of less than the requested amount, such change will not give
28 rise to a basis to abrogate this Settlement Agreement. Any amount of requested class

1 representative enhancement payment not approved by the Court shall be allocated to the Net
2 Settlement Value. Any Class Representative Enhancement Payment approved by the Court shall
3 be funded solely from the portion of the Gross Settlement Amount paid by Elevate Staffing, Inc.
4 Nightingale's List, LLC has not agreed to fund, and shall not be responsible for, any service or
5 enhancement award

6 49. Claims Administration Expenses. The Claims Administrator will be paid for the
7 reasonable fees and costs of administration of the Settlement, which are estimated not to exceed
8 Five Thousand Seven Hundred and Fifty Dollars (\$5,750.00). These will include, *inter alia*, fees
9 and costs payable to the Claims Administrator for printing, translating into Spanish (if necessary),
10 distributing (including with appropriate postage), and tracking documents for this Settlement, any
11 searches to locate any Class Members, calculating estimated amounts per Class Member, PAGA
12 Group Members, tax reporting, distributing the Individual Settlement Payments, Class
13 Representative Enhancement Payment, Class Counsel Fees and Costs, payment to LWDA for
14 PAGA penalties, and providing necessary certification of completion of notice, reports and
15 declarations, establishing and administering a Qualified Settlement Fund account, required tax
16 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS forms,
17 calculating the employers' share of payroll taxes on the wage portion of the Individual Settlement
18 Payments and coordinating related reporting, and other responsibilities as requested by the
19 Parties. The Claims Administration Expenses will be paid from the Gross Settlement Amount.

20 50. Net Settlement Amount. The Net Settlement Amount will be used to satisfy
21 Individual Settlement Payments to Participating Class Members from the Settlement Class and
22 PAGA Group Members in accordance with the terms of this Settlement Agreement.

23 51. Individual Settlement Payment Calculations. Defendant will provide the Claims
24 Administrator with the total number of workweeks for each Participating Class Member and
25 PAGA Group Member. The Claims Administrator will divide the Net Settlement Amount less
26 \$3,750 (or the Court approved amount from the PAGA Settlement Amount allocated for PAGA
27 penalties to PAGA Group Members) by the total number of workweeks for Participating Class
28 Members ("Work Week Rate Amount") and then multiply this amount by each Participating

Class Member's total number of workweeks to yield that employee's Net Settlement Payment. In the event a Class Member submits a timely Request for Exclusion from the settlement, his/her share of the settlement will be added to the Net Settlement Amount. PAGA Group Members cannot opt out or request exclusion from the Settlement Amount.

$$\frac{\text{NET SETTLEMENT AMOUNT}}{\text{Total number of Workweeks for all Participating Class Members}} \times \text{Participating Class Member's Workweeks}$$

In addition, each Class Member who is a PAGA Group Member will be paid a pro-rata share of the \$1,250 allocated for PAGA penalties to PAGA Group Members, as calculated by the Claims Administrator, with a formula similar to payments to Participating Class Members.

$$\frac{\$1,250 \text{ for PAGA Penalties to PAGA Group Members}}{\text{Total number of Workweeks for all PAGA Group Members during PAGA Period}} \times \text{Individual Group Member's Workweeks during PAGA Period}$$

The Individual Settlement Payment for any Participating Class Member who is also a PAGA Group Member shall include the Participating Class Member's share of the PAGA Settlement Amount allocated for PAGA penalties to PAGA Group Members.

Class Members who are PAGA Group Members will not be permitted to exclude themselves from the PAGA claim portion of the Settlement. PAGA penalty settlement payments in the appropriate amounts will be distributed by the Claims Administrator by mail to the PAGA Group Members including to those Class Members who are PAGA Group Members who submitted a request for exclusion.

1 52. No Credit Toward Benefit Plans. All Individual Settlement Payments to Class
2 Members shall be deemed to be income to such Class Members solely in the year in which such
3 payments actually are received by the Class Members. It is expressly understood and agreed that
4 the receipt of such Individual Settlement Payments will not entitle any Class Member to
5 additional compensation or benefits under any company bonus, paid time off (including vacation
6 and sick leave), or other compensation or benefit plan or agreement in place during the period
7 covered by the Settlement, nor will it entitle any Class Member to any increased retirement,
8 401(k) benefits or matching benefits, or deferred compensation benefits. For the avoidance of
9 doubt, the payments made under the terms of this Settlement shall not be applied retroactively,
10 currently, or on a going forward basis as salary, earnings, wages, or any other form of
11 compensation for the purposes of any Defendant benefit plan, policy, or bonus program. It is the
12 intent of this Settlement that the Individual Settlement Payments provided for in this Settlement
13 Agreement are the sole payments to be made by Defendant to the Class Members in connection
14 with this Settlement. Defendant retains the right to modify the language of its benefit plans,
15 policies and bonus programs to effect this intent, and to make clear that any amounts paid
16 pursuant to this Settlement Agreement are not for “hours worked,” “hours paid,” “hours of
17 service,” or any similar measuring term as defined by applicable plans, policies and bonus
18 programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that
19 additional contributions or benefits are not required by this Settlement Agreement.

20 53. Claims Administration Process. The Parties agree to cooperate in the
21 administration of the settlement and to make all reasonable efforts to control and minimize the
22 costs and expenses incurred in administration of the Settlement.

23 54. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary
24 Approval, Defendants will provide the Class Lists to the Claims Administrator.

25 55. Notice by First-Class U.S. Mail. Within seven (7) calendar days after receiving
26 the Class List from Defendant, the Claims Administrator will mail the Notice to all Class
27 Members via regular First-Class U.S. Mail.
28

1 56. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
2 Claims Administrator will perform a search based on the National Change of Address Database
3 for information to update and correct for any known or identifiable address changes. Any Notice
4 returned to the Claims Administrator as non-deliverable on or before the Response Deadline will
5 be sent promptly via regular First-Class U.S. Mail to the forwarding address, and the Claims
6 Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address
7 is provided, the Claims Administrator will promptly attempt to determine the correct address
8 using a skip-trace, or other search using the name, address and/or Social Security number of the
9 Class Member involved and will then perform a single re-mailing. Those Class Members who
10 receive a re-mailed Notice will have between the later of (a) an additional fifteen calendar (15)
11 days or (b) the Response Deadline to fax or postmark a Request for Exclusion, submit an
12 objection to the Settlement or dispute workweeks.

13 57. Notice. All Class Members will be mailed the Notice. The Notice will provide:
14 (a) information regarding the nature of the Action, (b) a summary of the Settlement's principal
15 terms, (c) the Settlement Class definition, (d) each Class Member's number of workweeks worked
16 during the Class Period, (e) each Class Member's estimated Individual Settlement Payment; (f)
17 the dates which comprise the Class Period, (g) instructions on how to submit valid Requests for
18 Exclusion, objections or disputes regarding workweeks, (h) the deadlines by which the Class
19 Member must fax or postmark Request for Exclusions, submit objections to the Settlement or
20 dispute workweeks, and (i) the claims to be released, as set forth in this Settlement Agreement.

21 58. Request for Exclusion Procedures. Any Class Member wishing to opt out from
22 the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the
23 Claims Administrator within the Response Deadline. The date of the fax or postmark on the
24 return mailing envelope will be the exclusive means to determine whether a Request for
25 Exclusion has been timely submitted. The Parties to this Settlement Agreement and their counsel
26 agree that they will not solicit or encourage Class Members to opt-out or object to this Settlement
27 Agreement. If the Court approves the compromise of the PAGA claim, all PAGA Group
28 Members are bound by the Court's resolution of that claim. Class Members who are also PAGA

1 Group Members submitting a request for exclusion will nevertheless receive their pro-rata share
2 of the 25% of the PAGA Settlement Amount allocated for PAGA penalties to PAGA Group
3 Members.

4 59. Defective Submissions. If a Class Member's Request for Exclusion is defective
5 as to the requirements listed in this Settlement Agreement, that Class Member will be given an
6 opportunity to cure the defect(s). The Claims Administrator will mail the Class Member a cure
7 letter within three (3) calendar days of receiving the defective submission to advise the Class
8 Member that his or her submission is defective and that the defect must be cured to render the
9 Request for Exclusion valid. The Class Member will have until the later of (a) the Response
10 Deadline or (b) fifteen (15) calendar days from the date of the cure letter to fax or postmark a
11 revised Request for Exclusion.

12 60. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
13 Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely
14 and valid Request for Exclusion will be bound by all of its terms, including those pertaining to
15 the Released Claims (other than as it applies to the PAGA claims with respect to the PAGA Group
16 Members), as well as any Judgment that may be entered by the Court if it grants final approval
17 to the Settlement. If the Court approves the compromise of the PAGA claim, Class Members
18 who are also PAGA Group Members submitting a request for exclusion will nevertheless be
19 bound by the Court's resolution of that claim and receive their pro-rata share of the 25% of the
20 PAGA Payment allocated to the PAGA Group Members.

21 61. Objection Procedures. To object to the Settlement Agreement, a Class Member
22 may not submit a Request for Exclusion and may mail a valid Notice of Objection to the Claims
23 Administrator by the Response Deadline. The Claims Administrator will notify counsel for the
24 Parties forthwith via email. Class Counsel will lodge the objection with the Court. The Notice
25 of Objection must be signed by the Class Member and contain all information required by this
26 Settlement Agreement. The postmark date of the mailing will be deemed the exclusive means
27 for determining that the Notice of Objection is timely. Class Members who wish to object will
28 have a right to appear at the Final Approval Hearing, with or without counsel at his/her own

1 expense, in order to have their objections heard by the Court, regardless of whether they
2 submitted a Notice of Objection. At no time will any of the Parties or their counsel seek to solicit
3 or otherwise encourage Class Members to submit written objections to the Settlement Agreement
4 or appeal from the Final Approval Order and Judgment.

5 62. Certification Reports Regarding Individual Settlement Payment Calculations. The
6 Claims Administrator will provide Defendant's counsel and Class Counsel a weekly report which
7 certifies: (a) the number of Class Members who have submitted a valid Request for Exclusion;
8 (b) the number of Class Members who have submitted a valid Notice of Objection; and (c) the
9 number of any deficient Requests for Exclusion or objections. Additionally, the Claims
10 Administrator will provide to counsel for both Parties any updated reports regarding the
11 administration of the Settlement Agreement as needed or requested.

12 63. Timing of Distribution of Individual Settlement Payments Within three (3)
13 calendar days after Defendants have fully deposited the Gross Settlement Amount with the
14 Settlement Administrator, the Settlement Administrator shall distribute settlement funds as
15 follows: (a) issue Individual Settlement Payments to Participating Settlement Class Members and
16 PAGA Aggrieved Employees; (b) issue payment of the Court-approved Class Representative
17 Enhancement Payment to Plaintiff William Sweeney; (c) issue payment of Court-approved Class
18 Counsel Fees and Costs to Class Counsel; and (d) issue payment of the PAGA Settlement Amount
19 to the California Labor and Workforce Development Agency ("LWDA"). The Settlement
20 Administrator shall also issue payment to itself for Court-approved settlement administration
21 services performed in connection with the Settlement.

22 64. Uncashed or Undeliverable Settlement Checks. Individual settlement checks paid
23 to participating Class Members will be valid for 180 days. Participating Class Members and/or
24 PAGA Group Members will have one hundred eighty (180) calendar days from the date of
25 issuance of the check to cash their check. For any check not cashed after 180 calendar days, the
26 Claims Administrator will send the amount represented by the check to the California State
27 Controller's Office Unclaimed Property Fund, with the identity of the Participating Class
28 Member and/or PAGA Group Member to whom the funds belong, to be held for the participating

1 Class Member and/or PAGA Group Member per California Unclaimed Property Law, in the
2 interest of justice. The money paid to the California State Controller's Office Unclaimed
3 Property Fund will remain the Participating Class Member's and/or PAGA Group Members'
4 property. This will allow Participating Class Members and/or PAGA Group Members who did
5 not cash their checks to collect their Individual Settlement Amounts at any time in the future.
6 Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds, and
7 California Code of Civil Procedure section 384 shall not apply. The funds will be held by the
8 State until claimed by the employee and the uncashed check never ceases to be the employee's
9 property.

10 65. Escalator Due to Increase in Workweeks.

11 (a) Elevate Staffing, Inc.

12 Elevate Staffing, Inc. represents that, based on its payroll and work records, there are
13 approximately three hundred seven (307) workweeks attributable to Elevate Staffing, Inc.
14 employees during the Class Period. In the event the total number of workweeks
15 attributable to Elevate Staffing, Inc. employees during the Class Period increases by more
16 than ten percent (10%) above this amount (i.e., more than approximately three hundred
17 fifteen (338) workweeks), Elevate Staffing, Inc. shall (a) increase the Net Settlement
18 Amount proportionately for each workweek exceeding the 10% threshold; or (b) roll back
19 the Class and PAGA Periods to the date in which 307 workweeks is met. Elevate shall be
20 prepared to inform the Court of its selection at the preliminary approval hearing. If Elevate
21 exercises option (b), it shall also be prepared to inform the Court of the Class Period end
22 date at the preliminary approval hearing.

23 By way of example only, if the total number of workweeks attributable to Elevate Staffing,
24 Inc. employees is determined to be three hundred and fifty (350) workweeks, and the per-
25 workweek value calculated based on three hundred and fifty (350) workweeks is Ten
26 Dollars (\$10.00) per workweek, then Elevate Staffing, Inc. would be required to increase
27 the Net Settlement Amount by one hundred and twenty dollars (\$120.00) (i.e., twelve (12)
28 additional workweeks multiplied by \$10.00 per workweek).

1 (b) Nightingale's List, LLC.

2 Nightingale's List, LLC represents that, based on its payroll and placement records, there
3 are twenty (20) workweeks attributable to Nightingale's List, LLC employees during the
4 Class Period.

5 If an escalator applies, any increase to the Net Settlement Amount attributable to
6 Nightingale's List, LLC shall be calculated in accordance with the same ten percent (10%)
7 threshold and proportional methodology described in subsection (a), unless otherwise
8 ordered by the Court.

9 66. Certification of Completion. Upon completion of administration of the Settlement,
10 the Claims Administrator will provide a written declaration under oath to certify such completion
11 to the Court and counsel for all Parties.

12 67. Treatment of Individual Settlement Payments. All Individual Settlement
13 Payments shall be allocated for tax and reporting purposes as follows:

14 (a) **PAGA Settlement Amount.** One hundred percent (100%) of each PAGA
15 Aggrieved Employee's pro rata share of the One Thousand Two Hundred Fifty
16 Dollars (\$1,250.00) allocated for PAGA civil penalties shall be allocated as
17 penalties. Seventy-five percent (75%) of the PAGA Settlement Amount shall be
18 paid to the California Labor and Workforce Development Agency ("LWDA"), and
19 twenty-five percent (25%) shall be distributed to PAGA Aggrieved Employees,
20 subject to Court approval.

21 (b) **Individual Settlement Payments to Settlement Class Members.** The Parties
22 agree that the settlement payments shall be allocated for tax purposes as follows:

23 (a) as to Elevate Staffing, Inc.'s portion of the Gross Settlement Amount, twenty
24 percent (20%) shall be allocated to wages and reported on IRS Form W-2, and
25 eighty percent (80%) shall be allocated to penalties and interest and reported on
26 IRS Form 1099; and (b) as to Nightingale's List, LLC's portion of the Gross
27 Settlement Amount, one hundred percent (100%) shall be allocated to penalties and
28 interest and reported on IRS Form 1099..

1 (c) **Tax Reporting.** The portion of each Individual Settlement Payment allocated
2 to wages shall be subject to applicable withholdings and reported by the Settlement
3 Administrator on an IRS Form W-2. The portion allocated to interest and penalties
4 shall be reported by the Settlement Administrator on an IRS Form 1099. Amounts
5 allocated to PAGA penalties shall be reported as required by law.

6 68. Treatment of Class Representative Enhancement Payment. The payment to the
7 Named Plaintiff of the Class Representative Enhancement Payment shall be treated as
8 compensation for non-wage related claims, and shall be reported on and IRS Form-1099 by the
9 Claims Administrator.

10 69. Administration of Taxes by the Claims Administrator. The Claims Administrator
11 will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Group Members,
12 Class Counsel, and Defendant any W-2, 1099, or other tax forms as may be required by law for
13 all amounts paid pursuant to this Settlement Agreement. The Claims Administrator will also be
14 responsible for forwarding all payroll taxes and other legally required withholdings, and related
15 reporting, to the appropriate government authorities.

16 70. Defendants' Responsibility for Employer Taxes: For any portion of the Class
17 Members' Individual Settlement Payments that are designated as "wages" for purposes of tax
18 reporting, the employer's taxes, employer contributions of all federal, state, and local taxes
19 (including, but not limited to, FICA, FUTA, and SDI), will be paid in addition to the Gross
20 Settlement Amount, via and with the Claims Administrator's assistance.

21 71. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT
22 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY"
23 AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE
24 ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES
25 THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN
26 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
27 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY
28 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE

1 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
2 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
3 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
4 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
5 ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
6 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
7 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
8 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
9 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
10 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
11 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
12 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
13 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
14 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
15 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
16 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
17 SETTLEMENT AGREEMENT.

18 72. No Prior Assignments. The Parties and their counsel represent, covenant, and
19 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
20 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
21 action, cause of action or right released and discharged in this Settlement Agreement.

22 73. Release of Claims by Class Members. Upon the date the Court enters an order
23 granting final approval of the Settlement and Defendants have fully funded the Gross Settlement
24 Amount and paid the employer's share of any applicable payroll taxes, all Settlement Class
25 Members who do not timely submit a valid Request for Exclusion shall be deemed to have fully,
26 finally, and forever released, settled, compromised, relinquished, waived, and discharged the
27 Released Parties from any and all Released Claims accruing during the Class Period. Further,
28 upon the date the Court enters an order granting final approval of the Settlement and Defendants

1 have fully funded the Gross Settlement Amount and paid the employer's share of any applicable
2 payroll taxes, the State of California, acting through the California Labor and Workforce
3 Development Agency, and all PAGA Aggrieved Employees—regardless of whether such PAGA
4 Aggrieved Employees submit a Request for Exclusion from the class portion of the Settlement—
5 shall be deemed to have released the Released Parties from the Released PAGA Claims for the
6 PAGA Period. Notwithstanding the foregoing, no Settlement Class Member, PAGA Aggrieved
7 Employee, or the State of California releases any claims against any individual or entity expressly
8 excluded from the definition of "Released Parties," and no such excluded individual or entity
9 shall be deemed released under this Settlement Agreement.

10 74. Release by Named Plaintiff. Upon the date the Court enters an order granting final
11 approval of the Settlement and Defendants have fully funded the Gross Settlement Amount and
12 paid the employer's share of any applicable payroll taxes, Plaintiff William **Sweeney**
13 ("Plaintiff"), in addition to the claims released by Settlement Class Members, shall provide the
14 following additional complete general release ("General Release"):

15 Plaintiff, on his own behalf and on behalf of his heirs, spouses, executors, administrators,
16 attorneys, agents, and assigns, fully and finally releases, settles, compromises,
17 relinquishes, waives, and discharges the Released Parties from any and all claims,
18 demands, rights, liabilities, and causes of action of every nature and description
19 whatsoever, whether known or unknown, suspected or unsuspected, asserted or that could
20 have been asserted, whether arising in tort, contract, or for alleged violation of any federal,
21 state, or local statute, regulation, rule, or common law, arising out of, relating to, or in
22 connection with any act or omission by any of the Released Parties occurring on or before
23 the date Plaintiff executes this Settlement Agreement.

24 This General Release includes, without limitation, any claims that Plaintiff does not know
25 or suspect to exist in his favor at the time of executing this General Release, which, if known,
26 might have affected his decision to enter into this Settlement or to release the Released Parties.

27 For the avoidance of doubt, this General Release does not apply to, and Plaintiff does not
28 release, waive, or discharge, any claims against any individual or entity expressly excluded from

1 the definition of “Released Parties,” whether known or unknown, suspected or unsuspected.

2 Plaintiff expressly acknowledges that he has been advised of and understands the
3 provisions of **California Civil Code section 1542**, which provides:

4 *“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR*
5 *RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER*
6 *FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY*
7 *HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT*
8 *WITH THE DEBTOR OR RELEASED PARTY.”*

9 Plaintiff knowingly and voluntarily waives and relinquishes any and all rights and benefits
10 under California Civil Code section 1542, and any similar provision of federal or state law, **solely**
11 **as to the Released Parties**, with respect to the General Release set forth herein.

12 75. Protected Rights. Nothing in this General Release shall prohibit or restrict
13 Plaintiffs from: (a) providing information to or cooperating with any federal, state, or local
14 government, regulatory, or law enforcement agency (“Government Agencies”); (b) reporting to
15 Defendant’s management regarding conduct employee believes to be in violation of the law or
16 that prohibits or restricts employees from providing information to or cooperating with any
17 Government Agencies; (c) communicating with any Government Agencies or otherwise
18 participating in any investigation or proceeding that may be conducted by any Government
19 Agency, including providing documents or other information; or (d) receiving a whistleblower
20 incentive award for information provided to any Government Agencies.

21 76. Neutral Reference. Defendant Elevate agrees that it will only provide a neutral
22 reference for Plaintiff should any prospective employers or anyone contact them regarding
23 Plaintiff’s employment. Defendant shall only provide the dates of employment and Plaintiff’s
24 last job title held with Defendant.

25 77. Confidentiality. Class Counsel agrees that any information they receive or have
26 received in connection with this Settlement may be used for this Action only and may not be used
27 for any purpose or in any other action or proceeding. Named Plaintiff and Class Counsel agree
28 not to disclose the terms of this Settlement, except in court papers, or if required by legal process,

1 as necessary to effectuate and administer the terms of this Settlement, or for accounting or tax
2 reporting purposes. Neither Named Plaintiff nor Class Counsel, directly or indirectly, shall issue
3 a press release, hold a press conference, respond to any press inquiries, publish information about
4 the settlement on any website (other than used by the claims administrator for claims
5 administration purposes), or otherwise publicize the settlement, except that after the filing of the
6 motion for preliminary approval, Class Counsel may: (a) respond to press inquiries only that the
7 matter has been resolved or refer to the Court's records; and (b) refer to the Settlement in any
8 adequacy of counsel declarations, or related court filings.

9 78. Voiding the Settlement Agreement. Defendants have the right to withdraw from
10 the Settlement any time prior to Final Approval in the event that: (a) the Court does not finally
11 approve the Settlement under the terms provided in this Settlement Agreement; (b) 10% or more
12 of all Settlement Class Members opt out of the Settlement; or (c) the Court does not certify a
13 Settlement Class or does not certify a class releasing the claims set forth herein. In the event of
14 Defendants' withdrawal, Defendants will pay the costs already incurred by the Claims
15 Administrator.

16 79. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
17 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
18 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
19 only, (b) preliminary approval of the proposed Settlement Agreement, and (c) setting a date for a
20 Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
21 the Notice to be sent to all Class Members as specified in this Settlement Agreement. In
22 conjunction with the Preliminary Approval motion, Plaintiff will submit this Settlement
23 Agreement, which sets forth the terms of this Settlement and will include the proposed Notice.

24 80. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
25 the deadlines to fax or postmark Request for Exclusion, submit objections or dispute workweeks,
26 to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement
27 Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement
28 along with the amounts properly payable for (a) Individual Settlement Payments; (b) the Class

1 Counsel Fees and Costs; (c) the Class Representative Enhancement Payment; (d) payment to
2 LWDA for PAGA penalties; and (e) all Claims Administration Expenses. Class Counsel will be
3 responsible for drafting all documents necessary to obtain final approval. Class Counsel will also
4 be responsible for drafting the attorneys' fees and costs application to be heard at the Final
5 Approval/Settlement Fairness Hearing.

6 81. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
7 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a
8 proposed Judgment to the Court for its approval. Pursuant to California Rules of Court, Rule
9 3.771(b), the Claims Administrator shall post on its website a copy of the Judgment for a period
10 of thirty days from the date the Court signs the Judgment. After entry of the Judgment, the Court
11 will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and
12 enforcement of the terms of the Settlement Agreement, (b) settlement administration matters, and
13 (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this
14 Settlement Agreement.

15 82. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
16 include the terms set forth in any attached Exhibits, which are incorporated by this reference as
17 though fully set forth in this Settlement Agreement. Any Exhibits to this Settlement Agreement
18 are an integral part of the Settlement.

19 83. Entire Agreement. This Settlement Agreement and any attached Exhibits
20 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
21 or oral agreements may be deemed binding on the Parties. The Parties expressly recognize
22 California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a),
23 which provide that a written agreement is to be construed according to its terms and may not be
24 varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or
25 written representations or terms will modify, vary or contradict the terms of this Settlement
26 Agreement.

27 84. Amendment or Modification. This Settlement Agreement may be amended or
28

1 modified only by a written instrument signed by counsel for all Parties or their successors-in-
2 interest, with court approval.

3 85. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
4 warrant and represent they are expressly authorized by the Parties whom they represent to
5 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
6 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
7 execute any other documents required to effectuate the terms of this Settlement Agreement. The
8 Parties and their counsel will cooperate with each other and use their best efforts to effect the
9 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
10 content of any document needed to implement the Settlement Agreement, or on any supplemental
11 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the
12 Parties may seek the assistance of the Court to resolve such disagreement.

13 86. Binding on Successors and Assigns. This Settlement Agreement will be binding
14 upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement
15 Agreement, as previously defined.

16 87. Execution and Counterparts. This Settlement Agreement is subject only to the
17 execution of all Parties. However, the Settlement Agreement may be executed in one or more
18 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
19 of the signature page, will be deemed to be one and the same instrument provided that counsel
20 for the Parties will exchange among themselves original signed counterparts.

21 88. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
22 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and
23 have arrived at this Settlement Agreement after arm's-length negotiations and in the context of
24 adversarial litigation, taking into account all relevant factors, present and potential. The Parties
25 further acknowledge that they are each represented by competent counsel and that they have had
26 an opportunity to consult with their counsel regarding the fairness and reasonableness of this
27 Settlement Agreement.

28 89. Invalidity of Any Provision. Before declaring any provision of this Settlement

1 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
2 extent possible consistent with applicable precedents so as to define all provisions of this
3 Settlement Agreement valid and enforceable.

4 90. Captions. The captions and section numbers in this Settlement Agreement are
5 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope
6 or intent of the provisions of this Settlement Agreement.

7 91. Waiver. No waiver of any condition or covenant contained in this Settlement
8 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
9 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
10 right or remedy.

11 92. Enforcement Actions. In the event that one or more of the Parties institutes any
12 legal action or other proceeding against any other Party to enforce the provisions of this
13 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement,
14 the successful Party will be entitled to recover from the unsuccessful Party reasonable attorneys'
15 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

16 93. Mutual Preparation. The Parties have had a full opportunity to negotiate the
17 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will
18 not be construed more strictly against one party than another merely by virtue of the fact that it
19 may have been prepared by counsel for one of the Parties, it being recognized that, because of
20 the arms-length negotiations between the Parties, all Parties have contributed to the preparation
21 of this Settlement Agreement.

22 94. Representation By Counsel. The Parties acknowledge that they have been
23 represented by counsel throughout all negotiations that preceded the execution of this Settlement
24 Agreement, and that this Settlement Agreement has been executed with the consent and advice
25 of counsel.

26 95. All Terms Subject to Final Court Approval. All amounts and procedures
27 described in this Settlement Agreement will be subject to final Court approval.

28 96. Cooperation and Execution of Necessary Documents. All Parties will cooperate

1 in good faith and execute all documents to the extent reasonably necessary to effectuate the terms
2 of this Settlement Agreement.

3 97. Binding Agreement. The Parties warrant that they understand and have full
4 authority to enter into this Settlement Agreement, and further intend that this Settlement
5 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
6 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
7 confidentiality provisions that otherwise might apply under federal or state law.

8 98. No Admission of Liability. Nothing contained in this Settlement Agreement shall
9 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
10 part of Defendant. Each of the Parties has entered into this Settlement Agreement with the
11 intention to avoid further disputes and litigation, and the attendant inconvenience and expense,
12 and to fully and forever buy their respective peace. This Settlement Agreement shall be
13 inadmissible in evidence in any action or proceeding, by any party, except an action or proceeding
14 by one of the Parties to approve, interpret, or enforce the Settlement Agreement's terms.

15 99. Disputes. Any dispute between the Parties concerning the interpretation or
16 implementation of this Settlement Agreement will be resolved by the Court. Prior to any such
17 resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the
18 Parties are unable to resolve the dispute themselves, the dispute will be submitted to Joan B.
19 Kessler, Esq., Ph.D., for mediation before being submitted to the Court, unless the Parties agree
20 otherwise.

21 100. Applicable Law. All terms and conditions of this Stipulation and its exhibits will
22 be governed by and interpreted according to the laws of the State of California, without giving
23 effect to any conflict of law or choice of law principles.

24 SIGNATURES

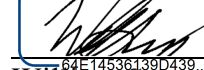
25 READ CAREFULLY BEFORE SIGNING

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Dated: 2/26/2026

PLAINTIFF

DocuSigned by:



William Sweeney

Dated: 23rd Feb 2026

DEFENDANT



Elevate Staffing, Inc.

By: Ed Wood

Its: CEO

DEFENDANT

Dated: _____

Nightingale's List, LLC.

By: _____

Its: _____

APPROVED AS TO FORM

Dated: March 10, 2026

LAW OFFICES OF MORRIS NAZARIAN,
APC

By: Morris Nazarian
Morris Nazarian

Attorneys for Plaintiff
WILLIAM SWEENEY, on behalf of himself
and all others similarly situated

Dated: February 24, 2026

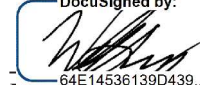
OFFIT KURMAN, P.C

By: Deborah H. Petito
Deborah H. Petito

Attorneys for Defendant
ELEVATE STAFFING, INC.

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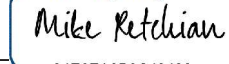
PLAINTIFF
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William Sweeney

Dated: 23rd Feb 2026

DEFENDANT

Elevate Staffing, Inc.
By: Ed Wood
Its: CEO

Dated: 3/9/2026

DEFENDANT
DocuSigned by:

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Nightingale's List, LLC.
By: Mike Retchian
Its: President

APPROVED AS TO FORM

Dated: _____, 2026

LAW OFFICES OF MORRIS NAZARIAN,
APC
By: _____
Morris Nazarian

Attorneys for Plaintiff
WILLIAM SWEENEY, on behalf of himself
and all others similarly situated

Dated: February 24, 2026

OFFIT KURMAN, P.C
By: 
Deborah H. Petito

Attorneys for Defendant
ELEVATE STAFFING, INC.

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Dated: 3/17, 2026

DONABEDIAN LAW, APC

By: *Sam A. Donabedian*
Sam A. Donabedian

Attorneys for Defendant
NIGHTINGALE'S LIST, LLC