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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"]

AMENDED JOINT STIPULATION FOR CLASS ACTION SETTLEMENT

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Attorneys for Defendant Nightingale's List, LLC

This Amended Joint Stipulation for Class Action Settlement ("Settlement Agreement") is made and entered into by and between Plaintiff William Sweeney ("Plaintiff "), individually and on behalf of all others similarly situated, and Defendants Elevate Staffing, Inc. ("Elevate") and Nightingale's List, LLC ("Nightingale's") (collectively, "Defendants") (collectively, Defendant and Plaintiffs will be referred to as the "Parties"), and is subject to the terms and conditions below, and to the Court's approval. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties will be returned to their respective positions immediately prior to and as if they had never executed this Settlement Agreement as more fully set forth below. This Stipulation is intended to fully and finally resolve the claims asserted in the Action between the Parties, strictly in accordance with the material terms set forth in the fully executed Memoranda of Understanding reached at mediation (collectively, the "MOUs").

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Action" means the Complaint entitled *William Sweeney v. Dobrin Group, Inc., et al.*, Los Angeles County Superior Court Case No. 22STCV34436, which was filed on October 27, 2022.

2. "Claims Administrator" means Phoenix Class Action Administration Solutions or any other third-party class action settlement claims administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Claims Administrator or otherwise have a relationship with the Claims Administrator that could create a conflict of interest.

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

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

4. "Class Counsel" means Morris Nazarian of the Law Offices of Morris Nazarian, APC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. "PAGA Group Member(s)" means all non-exempt individuals employed by Elevate Staffing, Inc. or Nightingale's List, LLC who worked for The Testing Company, LLC in the State of California at any time during the PAGA Period and who are aggrieved employees within the meaning of California Labor Code section 2699(c).

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

22. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount allocated to resolution of claims for civil penalties under the California Private Attorneys General Act of 2004, Labor Code section 2698 et seq., of which seventy-five percent (75%) shall be paid to the California Labor and Workforce Development Agency and twenty-five percent (25%) shall be distributed to PAGA Aggrieved Employees, subject to Court approval. The Parties have agreed that the PAGA Settlement Amount is Five Thousand Dollars ($5,000), subject to Court

approval. Of the PAGA Settlement Amount, 75% or Three Thousand Seven Hundred Fifty Dollars ($3,750) will be paid to the LWDA and the remaining 25% or One Thousand Two Hundred Fifty Dollars ($1,250) will be distributed to PAGA Group Members. Should the LWDA object to the amount of this payment, the parties agree to work in good faith to negotiate another agreeable amount.

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

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

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

26. "Released Claims" means any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that were alleged, or that reasonably could have been alleged based on the facts alleged in the operative Complaint, including claims for: (a) Failure to Provide Meal Periods or Compensation Thereof; (b) Failure to Provide Rest Periods or Compensation in Lieu Thereof; (c) Failure to Pay Wages, Minimum Wages and/or Overtime; (d) Failure to Furnish and Keep Accurate Wage Statements and Payroll; (e) Waiting Time Penalties; and (f) Violations of the Unfair Competition Law, to the extent such claims are based on the facts alleged in the operative Complaint and arose during the Class Period; The Released Claims will cover all Class Members who do not opt out.

27. "Released Parties" means Defendants Elevate Staffing, Inc. and Nightingale's List, LLC and Defendants Elevate Staffing, Inc. and Nightingale's List, LLC's former and present parents, subsidiaries and affiliated companies and entities, and each of their current, former, and future owners, officers, shareholders, directors, members, managers, operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll

providers, joint venturers, and agents, and any successors, assigns, or legal representatives and any individual or entity who or which could be jointly liable with Defendants Elevate Staffing, Inc. and Nightingale's List, LLC and all persons or entities acting by, through, under or in concert with any of them. **Notwithstanding the foregoing, the term "Released Parties" expressly excludes**: **Dobrin Group, Inc. dba The Testing Company; Boris Dobrin, an individual; Vadim Dobrin; The Testing Company, LLC; Back Office Staffing Solutions, LLC; and Social Protection Services Corp. dba Social Protection Services, Inc. dba Social Protection Services** (collectively, the "Excluded Parties"). No release, waiver, covenant, or settlement obligation in this Settlement Agreement applies to any claims against the Excluded Parties, and nothing herein shall be construed to release any Excluded Party.

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

29. "Response Deadline" means the deadline by which Class Members must fax or postmark to the Claims Administrator a valid Request for Exclusion, submit objections to the Settlement or dispute workweeks. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice by the Claims Administrator. The Response Deadline for Request for Exclusion, objection or dispute workweeks will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Claims Administrator in accordance with the notice procedure described herein. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant's counsel.

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

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

LITIGATION BACKGROUND

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

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

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

35. Plaintiff alleges that during the relevant period, Defendants operated and staffed COVID-19 testing sites throughout California and exercised control, directly or indirectly, over employees' wages, hours, and working conditions. Plaintiff further alleges that Defendants implemented common and centralized policies and practices that resulted in employees performing uncompensated pre-shift and post-shift work; working off the clock; being denied

compliant meal and rest periods; not receiving meal or rest period premium pay; not being paid all minimum, overtime, double-time, split-shift, and travel wages owed; receiving inaccurate wage statements; and not being timely paid all wages due upon separation from employment.

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

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

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

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

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

41. In light of the foregoing, and taking into account the risks, costs, delays, and uncertainties of continued litigation, including further discovery, class certification proceedings, trial, and potential appeals, the Parties have concluded that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and is in the best interests of Plaintiff, the Settlement

Class Members, the PAGA Aggrieved Employees, and the State of California.

JURISDICTION AND VENUE

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

TERMS OF AGREEMENT

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

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

44. Certification. The Parties stipulate, for settlement purposes only, to the certification of the Settlement Class described in Section 30 above as to all claims asserted in the Complaint filed on October 27, 2022, pursuant to state law. If for any reason the Court does not approve this Stipulation, fails to enter a Final Approval Order, or fails to enter the Judgment or Final Judgment, or if this Settlement Agreement is lawfully terminated for any other reason, Defendants shall retain the absolute right to dispute the propriety of class certification and/or the ability of this action to proceed as a representative action on all applicable grounds. The parties further stipulate that, for settlement purposes only, Plaintiff's counsel may be appointed Class

Counsel and that Named Plaintiff may be appointed as Class Representative. Defendants' stipulation to this settlement class shall not be construed as an admission or acknowledgment of any kind that any class should be certified or given class action treatment. The Settlement Class may be provisionally certified as a class action for the purposes of the monetary relief provided in this Settlement Agreement. Plaintiff's counsel, Morris Nazarian of the Law Offices of Morris Nazarian, APC may be preliminarily and conditionally appointed as Class Counsel.

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

a. on the date final approval is denied, the status of the Action will be deemed to return to its status at the time immediately prior to and as if the Parties had never executed this Settlement Agreement other than the non-admission provisions in Section 37 above which shall remain binding;

b. The preliminary and conditional certification of the Settlement Class, if applicable, shall become null and void, and the fact of such certification shall not be admissible in any proceeding for any purpose, and

c. Defendants will pay the Claims Administrator for any costs incurred by the Claims Administrator.

46. Settlement Funding.

A. Settlement Funding by Elevate Staffing, Inc.

Elevate Staffing, Inc. shall fund its portion of the Gross Settlement Amount, totaling Ninety-Two Thousand Two Hundred Fifty Dollars ($92,250.00), in one payment thirty (30) days after the date the Final Approval Order becomes final as provided in Paragraph 12.

The payment 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 date the Final Approval Order becomes final as provided in Paragraph 12.

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 expressly set forth herein or as required by law.

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

approved by the Court shall be allocated to the Net Settlement Amount.

48. Class Representative Enhancement Payment. In exchange for Plaintiff William Sweeney executing a general release, and in recognition of his efforts in prosecuting the Action on behalf of the Settlement Class and PAGA Aggrieved Employees, Defendants agree not to oppose or impede any application or motion for a Class Representative Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars ($7,500.00), subject to Court approval. The Class Representative Enhancement Payment shall be paid from the Gross Settlement Amount and shall be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff shall be solely and legally responsible for the payment of any and all applicable taxes, penalties, and interest associated with the Class Representative Enhancement Payment, and Plaintiff agrees to indemnify and hold Defendants harmless from any claim, demand, or liability arising out of the tax treatment of such payment. The Class Representative Enhancement Payment will not be a material term of this Settlement Agreement, and if the Court approves an award of less than the requested amount, such change will not give rise to a basis to abrogate this Settlement Agreement. Any amount of requested class representative enhancement payment not approved by the Court shall be allocated to the Net Settlement Amount. Any Class Representative Enhancement Payment approved by the Court shall be funded solely from the portion of the Gross Settlement Amount paid by Elevate Staffing, Inc. Nightingale's List, LLC has not agreed to fund, and shall not be responsible for, any service or enhancement award

49. Claims Administration Expenses. The Claims Administrator will be paid for the reasonable fees and costs of administration of the Settlement, which are estimated not to exceed Five Thousand Seven Hundred and Fifty Dollars ($5,750.00). These will include, *inter alia*, fees and costs payable to the Claims Administrator for printing, translating into Spanish (if necessary), distributing (including with appropriate postage), and tracking documents for this Settlement, any searches to locate any Class Members, calculating estimated amounts per Class Member, PAGA Group Members, tax reporting, distributing the Individual Settlement Payments, Class Representative Enhancement Payment, Class Counsel Fees and Costs, payment to LWDA for

PAGA penalties, and providing necessary certification of completion of notice, reports and declarations, establishing and administering a Qualified Settlement Fund account, required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS forms, calculating the employers' share of payroll taxes on the wage portion of the Individual Settlement Payments and coordinating related reporting, and other responsibilities as requested by the Parties. The Claims Administration Expenses will be paid from the Gross Settlement Amount.

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

51. Individual Settlement Payment Calculations. Defendant will provide the Claims Administrator with the total number of workweeks for each Participating Class Member and PAGA Group Member. The Claims Administrator will divide the Net Settlement Amount less $3,750 (or the Court approved amount from the PAGA Settlement Amount allocated for PAGA penalties to PAGA Group Members) by the total number of workweeks for Participating Class 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.

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

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.

$1,250 for PAGA Penalties to PAGA Group Members

X

Individual PAGA Group Member's Workweeks during PAGA Period

Total number of Workweeks for all PAGA Group Members 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.

52. No Credit Toward Benefit Plans. All Individual Settlement Payments to Class Members shall be deemed to be income to such Class Members solely in the year in which such payments actually are received by the Class Members. It is expressly understood and agreed that the receipt of such Individual Settlement Payments will not entitle any Class Member to additional compensation or benefits under any company bonus, paid time off (including vacation and sick leave), or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. For the avoidance of doubt, the payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of any Defendant benefit plan, policy, or bonus program. It is the intent of this Settlement that the Individual Settlement Payments provided for in this Settlement Agreement are the sole payments to be made by Defendant to the Class Members in connection

with this Settlement. Defendant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

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

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

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

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

57. Notice. All Class Members will be mailed the Notice. The Notice will provide: (a) information regarding the nature of the Action, (b) a summary of the Settlement's principal

terms, (c) the Settlement Class definition, (d) each Class Member's number of workweeks worked during the Class Period, (e) each Class Member's estimated Individual Settlement Payment; (f) the dates which comprise the Class Period, (g) instructions on how to submit valid Requests for Exclusion, objections or disputes regarding workweeks, (h) the deadlines by which the Class Member must fax or postmark Request for Exclusions, submit objections to the Settlement or dispute workweeks, and (i) the claims to be released, as set forth in this Settlement Agreement.

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

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

60. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to

the Released Claims (other than as it applies to the PAGA claims with respect to the PAGA Group Members), as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. If the Court approves the compromise of the PAGA claim, Class Members who are also PAGA Group Members submitting a request for exclusion will nevertheless be bound by the Court's resolution of that claim and receive their pro-rata share of the 25% of the PAGA Payment allocated to the PAGA Group Members.

61. Objection Procedures. To object to the Settlement Agreement, a Class Member may not submit a Request for Exclusion and may mail a valid Notice of Objection to the Claims Administrator by the Response Deadline. The Claims Administrator will notify counsel for the Parties forthwith via email. Class Counsel will lodge the objection with the Court. The Notice of Objection must be signed by the Class Member and contain all information required by this Settlement Agreement. The postmark date of the mailing will be deemed the exclusive means for determining that the Notice of Objection is timely. Class Members who wish to object will have a right to appear at the Final Approval Hearing, with or without counsel at his/her own expense, in order to have their objections heard by the Court, regardless of whether they submitted a Notice of Objection. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Final Approval Order and Judgment.

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

63. Timing of Distribution of Individual Settlement Payments Within three (3) calendar days after Defendants have fully deposited the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator shall distribute settlement funds as

follows: (a) issue Individual Settlement Payments to Participating Settlement Class Members and PAGA Aggrieved Employees; (b) issue payment of the Court-approved Class Representative Enhancement Payment to Plaintiff William Sweeney; (c) issue payment of Court-approved Class Counsel Fees and Costs to Class Counsel; and (d) issue payment of the PAGA Settlement Amount to the California Labor and Workforce Development Agency ("LWDA"). The Settlement Administrator shall also issue payment to itself for Court-approved settlement administration services performed in connection with the Settlement.

64. Uncashed or Undeliverable Settlement Checks. Individual settlement checks paid to participating Class Members will be valid for 180 days. Participating Class Members and/or PAGA Group Members will have one hundred eighty (180) calendar days from the date of issuance of the check to cash their check. For any check not cashed after 180 calendar days, the Claims Administrator will send the amount represented by the check to the California State Controller's Office Unclaimed Property Fund, with the identity of the Participating Class Member and/or PAGA Group Member to whom the funds belong, to be held for the participating Class Member and/or PAGA Group Member per California Unclaimed Property Law, in the interest of justice. The money paid to the California State Controller's Office Unclaimed Property Fund will remain the Participating Class Member's and/or PAGA Group Members' property. This will allow Participating Class Members and/or PAGA Group Members who did not cash their checks to collect their Individual Settlement Amounts at any time in the future. Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds, and California Code of Civil Procedure section 384 shall not apply. The funds will be held by the State until claimed by the employee and the uncashed check never ceases to be the employee's property.

65. Representation of Class Workweeks..

(a) Elevate Staffing, Inc.

Elevate Staffing, Inc. represents that, based on its payroll and work records, there are approximately three hundred seven (307) workweeks attributable to Elevate Staffing, Inc. employees during the Class Period.

(b) Nightingale's List, LLC.

66. Nightingale's List, LLC represents that, based on its payroll and placement records, there are twenty (20) workweeks attributable to Nightingale's List, LLC employees during the Class Period. Certification of Completion. Upon completion of administration of the Settlement, the Claims Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

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

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

(b) **Individual Settlement Payments to Settlement Class Members.** The Parties agree that the settlement payments shall be allocated for tax purposes as follows: (a) as to Elevate Staffing, Inc.'s portion of the Gross Settlement Amount, twenty percent (20%) shall be allocated to wages and reported on IRS Form W-2, and eighty percent (80%) shall be allocated to penalties and interest and reported on IRS Form 1099; and (b) as to Nightingale's List, LLC's portion of the Gross Settlement Amount, one hundred percent (100%) shall be allocated to penalties and interest and reported on IRS Form 1099.

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

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

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

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

71. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT

ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

73. Release of Claims by Class Members. Upon the date the Court enters an order granting final approval of the Settlement and Defendants have fully funded the Gross Settlement Amount and paid the employer's share of any applicable payroll taxes, all Settlement Class Members who do not timely submit a valid Request for Exclusion shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, waived, and discharged the Released Parties from any and all Released Claims accruing during the Class Period. Further, upon the date the Court enters an order granting final approval of the Settlement and Defendants have fully funded the Gross Settlement Amount and paid the employer's share of any applicable payroll taxes, the State of California, acting through the California Labor and Workforce Development Agency, and all PAGA Aggrieved Employees—regardless of whether such PAGA Aggrieved Employees submit a Request for Exclusion from the class portion of the Settlement—shall be deemed to have released the Released Parties from the Released PAGA Claims for the

PAGA Period. Notwithstanding the foregoing, no Settlement Class Member, PAGA Aggrieved Employee, or the State of California releases any claims against any individual or entity expressly excluded from the definition of "Released Parties," and no such excluded individual or entity shall be deemed released under this Settlement Agreement.

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

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

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

For the avoidance of doubt, this General Release does not apply to, and Plaintiff does not release, waive, or discharge, any claims against any individual or entity expressly excluded from the definition of "Released Parties," whether known or unknown, suspected or unsuspected.

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

> *"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."

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

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

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

77. Confidentiality. Class Counsel agrees that any information they receive or have received in connection with this Settlement may be used for this Action only and may not be used for any purpose or in any other action or proceeding. Named Plaintiff and Class Counsel agree not to disclose the terms of this Settlement, except in court papers, or if required by legal process, as necessary to effectuate and administer the terms of this Settlement, or for accounting or tax reporting purposes. Neither Named Plaintiff nor Class Counsel, directly or indirectly, shall issue a press release, hold a press conference, respond to any press inquiries, publish information about the settlement on any website (other than used by the claims administrator for claims administration purposes), or otherwise publicize the settlement, except that after the filing of the

motion for preliminary approval, Class Counsel may: (a) respond to press inquiries only that the matter has been resolved or refer to the Court's records; and (b) refer to the Settlement in any adequacy of counsel declarations, or related court filings.

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

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

80. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to fax or postmark Request for Exclusion, submit objections or dispute workweeks, to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for (a) Individual Settlement Payments; (b) the Class Counsel Fees and Costs; (c) the Class Representative Enhancement Payment; (d) payment to LWDA for PAGA penalties; and (e) all Claims Administration Expenses. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the Final Approval/Settlement Fairness Hearing.

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

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

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

84. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest, with court approval.

85. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to

execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

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

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

89. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

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

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

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

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

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

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

96. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

97. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible

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and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

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

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

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

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 10/8/2026

DocuSigned by:

64E14536139D439...

William Sweeney

DEFENDANT

Dated: _____

_____
Elevate Staffing, Inc.
By: _____
Its: _____

DEFENDANT

Dated: _____

_____
Nightingale's List, LLC.
By: _____
Its: _____

APPROVED AS TO FORM

Dated: October 8, 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: _____, 2026

OFFIT KURMAN, P.C

By: _____
Deborah H. Petito

Attorneys for Defendant
ELEVATE STAFFING, INC.

Dated: 13th/Oct/2026

DEFENDANT

Elevate Staffing, Inc.
By: [illegible]
Its: CEO

Dated: _____

DEFENDANT

Nightingale's List, LLC.
By: _____
Its: _____

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: October 13, 2026

OFFIT KURMAN. P.C

By: _____
Deborah H. Petito

Attorneys for Defendant
ELEVATE STAFFING, INC.

DEFENDANT

Dated: _____

_____
Elevate Staffing, Inc.
By: _____
Its: _____

DEFENDANT

Dated: _____

DocuSigned by:
Mike Retchian
84E6EA9B0C49488...
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: _____, 2026

OFFIT KURMAN, P.C

By: _____
Deborah H. Petito

Attorneys for Defendant
ELEVATE STAFFING, INC.

Dated: 10/10, 2026

DONABEDIAN LAW, APC

By: Sam A Donabedian
Sam A. Donabedian

Attorneys for Defendant
NIGHTINGALE'S LIST, LLC