EXHIBIT 1

CLASS AND COLLECTIVE ACTION SETTLEMENT AGREEMENT

This Class and Collective Action Settlement Agreement (the "Agreement") is made and entered into by and between Plaintiffs Theresa Egan, Brian Barker, Sabrina Budden-Wright, Taylor Berdoll, Alison Rideout, Brittany Scalia, and Jennifer Maslowsky ("Named Plaintiffs") on behalf of all others similarly situated, and Defendants Fastaff, LLC and U.S. Nursing Corporation ("Fastaff"), (collectively, the "Parties"), to resolve all overtime claims that are the subject of the lawsuit filed by the Named Plaintiffs in the U.S. District Court for the District of Colorado, *Egan, et al. v. Fastaff, LLC, et al.*, Case No. 1:22-cv-03364-CYC (the "Litigation").

RECITALS

WHEREAS, the Named Plaintiffs filed a Complaint in this Litigation, individually and on behalf of all others similarly situated, alleging that Fastaff violated the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, ("FLSA"); California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200; the California Labor Code, §§ 510, 1194; California's Private Attorney General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); New Jersey's Wage and Hour Law, N.J. Stat. Ann. §§ 34:11-4.2 *et seq.*; Oklahoma's Wage Payment Law, Okla. Stat. Ann. 40 §§ 165.2 *et seq.*; Oregon's Wage Payment Law, Or. Rev. Stat. Ann. § 652.120 *et seq.*; New York's Wage Payment Laws, N.Y. Lab. Law §§ 191 *et seq.*; and New York's Overtime Laws, N.Y. Comp. Codes R. & Regs. 12 §§ 142-3.2 *et seq.*, by miscalculating its employees' regular rate of pay for overtime purposes, resulting in failure to lawfully pay overtime compensation. *See* ECF Doc. 112.

WHEREAS, the Named Plaintiffs have sought the recovery of, among other things, overtime wages, compensatory damages, liquidated damages, equitable remedies, attorneys' fees, and costs;

WHEREAS, Fastaff denies and continues to deny all the allegations made by the Named Plaintiffs and denies and continues to deny that it is liable or owes damages to anyone with respect to the alleged facts or causes of action alleged, or that any claims asserted by the Named Plaintiffs may proceed on a class or collective action basis. Nonetheless, without admitting or conceding any arguments, issues, liability, or damages whatsoever, or that any claims alleged may proceed on a class or collective action basis, Fastaff has agreed to settle the overtime claims on the terms and conditions set forth in this Agreement to avoid the burden and expense of continuing to defend against litigation;

WHEREAS, Class Counsel (as defined below) has deposed two corporate representatives, and reviewed and analyzed documents and data produced by Fastaff in the Litigation;

WHEREAS, Class Counsel has analyzed and evaluated the merits of the claims made against Fastaff, and the impact of this Agreement on the Named Plaintiffs, the PAGA Group Members, the Certified Classes, and the Conditionally Certified Collective;

WHEREAS, based upon their analysis and evaluation of a number of factors, and recognizing the risks of litigation with respect to certain claims, including the possibility that any litigation might result in a recovery that is less favorable to the Certified Classes and Conditionally Certified Collective, and may not occur for several years, or at all, Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Named Plaintiffs, the PAGA Group Members, the Certified Classes, and the Conditionally Certified Collective;

WHEREAS, the Parties recognize that the outcome in the Litigation is uncertain and that achieving a final result through the litigation process would require substantial additional risk, discovery, time, and expense;

WHEREAS, the Parties desire to settle fully and finally the differences between them with respect to the overtime claims and have agreed to settle this case as to the Named Plaintiffs, as well as all individuals comprising the PAGA Group Members, Certified Classes and Conditionally Certified Collective, as defined below; and

WHEREAS, the Parties agree to undertake their best efforts, including all steps and efforts that may become necessary by order of the Court, to effectuate the terms and purposes of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree, subject to approval of the Court, as follows:

AGREEMENT

I. DEFINITIONS

A. **"Agreement."** "Agreement" means this agreement, *i.e.*, the Class and Collective Action Settlement Agreement, together with all its attachments and exhibits, which the Parties understand and agree sets forth all material terms and conditions of the settlement between them, and which is subject to Court approval. It is understood and agreed that the obligations of Fastaff for payment under this Agreement are conditioned on, *inter alia*, the occurrence of the Effective Date.

B. **"Class Counsel" or "Plaintiffs' Counsel."** "Class Counsel" or "Plaintiffs' Counsel" means Alexander T. Ricke and Stueve Siegel Hanson LLP.

C. **"Certified Classes."** "Certified Classes" means the following three classes certified pursuant to Federal Rule of Civil Procedure 23(b)(3) by the Court in its Memorandum Opinion and Order issued on September 30, 2025. ECF No. 151:

> **The California Class:** Any person who entered into an agreement with Fastaff to work at a facility in California who (1) worked more than 40 hours in a workweek or 8 hours in a work day, (2) who was paid a stipend during that workweek or work day, and (3) whose regular rate of pay did not include the value of that stipend from three years (Cal. Lab. Code § 510 overtime claim) or four years (derivative Unfair Competition Law claim) prior to the filing of the Complaint through the date of the Court's class certification order.
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> **The New York Class:** Any person who entered into an agreement with Fastaff to work at a facility in New York who (1) worked more than 40 hours in a workweek, (2) who was paid a stipend during that workweek, and (3) whose regular rate of pay did not include the value of that stipend from six years prior to the filing of the Complaint through the date of the Court's class certification order.
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> **The New Jersey Class:** Any person who entered into an agreement with Fastaff to work at a facility in New Jersey who (1) worked more than 40 hours in a workweek, (2) who was paid a stipend during that workweek, and (3) whose regular rate of pay did not include the value of that stipend from six years prior to the filing of the Complaint through the date of the Court's class certification order.

D. **"Class Member."** "Class Member" means the Class Representatives and all members of the Certified Classes who did not submit a valid Opt Out on or before July 10, 2026, and thus means all individuals who, together with the Collective Members, will become bound by the Released Claims portion of the Judgment if the Effective Date occurs.

E. **"Class Representatives."** "Class Representatives" means Named Plaintiffs Theresa Egan, Taylor Berdoll, and Brittany Scalia.

F. **"Conditionally Certified Collective."** "Conditionally Certified Collective" means the following FLSA collective, to which the Parties stipulated to conditional certification and which the Court conditionally certified in its Order issued on October 19, 2023: ECF Nos. 41, 42:

> All travel healthcare professionals currently or formerly employed by Fastaff or U.S. Nursing Corporation who (1) worked more than 40 hours in a workweek from February 16, 2020 until the date of the Court's conditional certification order and (2) who received a "Housing Stipend" (or its equivalent by any other name) that was not included in their regular rate of pay during a workweek where they worked more than 40 hours.

G. **"Collective Members."** "Collective Members" means all employees who fit the definition of the Conditionally Certified Collective and who timely submitted a valid Consent to Join Form during the opt-in period.

H. **"Complaint."** "Complaint" means the Second Amended Class and Collective Action Complaint dated February 21, 2024, filed by the Named Plaintiffs in the Litigation, and any subsequent amendments thereto. *See* ECF Doc. 112.

I. **"Defense Counsel."** "Defense Counsel" means Bronwyn Pepple, Mairead Dolan, and Williams Weese Pepple & Ferguson.

J. **"Court."** "Court" refers to the Court having jurisdiction over the Litigation, at any stage; presently the U.S. District Court for the District of Colorado.

K. **"Fastaff."** "Fastaff" means the Defendants in the Litigation, Fastaff, LLC and U.S. Nursing Corporation.

L. **"Effective Date."** "Effective Date" means the date on which the Judgment becomes a Final Judgment.

M. **"Employer Payroll Taxes."** "Employer Payroll Taxes" means all taxes and withholdings an employer is required to make arising out of or based upon the payment of employment/wage compensation in this Litigation.

N. **"Final Approval."** "Final Approval" means the date the Court enters an Order finally approving the Agreement, including the PAGA settlement, and dismissing the Litigation against Fastaff with prejudice, while still retaining continuing jurisdiction over the administration of the settlement.

O. **"Final Approval Order."** "Final Approval Order" means an order that finally and unconditionally grants final approval of the Agreement; grants final certification of the

Conditionally Certified Collective for settlement purposes only; authorizes payment to the Named Plaintiffs, Class Members, and Collective Members as provided in this Agreement; authorizes the PAGA Payment; and fully and finally extinguishes (i) the Released Class Claims, (ii) the Released FLSA Claims, (iii) the Released Individual Overtime Claims; and (iv) the Released PAGA Claims. The Parties shall submit a draft order, entitled "Order Granting Final Approval of Class and Collective Settlement," for the Court's review and approval.

P. **"Final Judgment."** "Final Judgment" means seven (7) days after the latest of: (i) the date of final affirmance on an appeal of the Judgment, or the expiration of time for a petition for a writ of certiorari to review the Judgment and, if certiorari is granted, the date of final affirmance of the Judgment following review pursuant to that grant; (ii) the date of final dismissal with prejudice of the last pending appeal from the Judgment or the final dismissal of any proceeding on certiorari to review the Judgment; or (iii) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Judgment.

Q. **"Final Approval Hearing."** "Final Approval Hearing" means a hearing set by the Court to take place at least one hundred (100) days after an order granting preliminary approval of this Agreement, for the purpose of (i) determining the fairness, adequacy, and reasonableness of the Agreement terms and associated settlement pursuant to class action procedures and requirements; (ii) approving Class Counsel's attorneys' fees and costs; (iii) approving the payment of the Service Awards; and (iv) entering Judgment.

R. **"Judgment."** "Judgment" means the judgment to be rendered by the Court pursuant to this Agreement.

S. **"LWDA"** means the agency entitled California Labor and Workforce Development Agency.

T. **"Maximum Settlement Fund."** "Maximum Settlement Fund" means $7,000,000, which is the maximum amount that Fastaff has agreed to pay to fully resolve and settle the Released Class Claims, Released FLSA Claims, Released Individual Overtime Claims, and Released PAGA Claims in this Litigation, including any claim for attorneys' fees and costs approved by the Court; any and all amounts to be paid to Named Plaintiffs, Class Members, and Collective Members; the Settlement Administration Costs; any Court-approved Service Awards; and the Reserve Fund. Fastaff will not be required to pay under this Agreement any more than the gross total of $7,000,000, except for the Employer Payroll Taxes, which Fastaff shall pay independent of and in addition to the Maximum Settlement Fund.

U. **"Named Plaintiffs."** "Named Plaintiffs" means Theresa Egan, Brian Barker, Sabrina Budden-Wright, Taylor Berdoll, Alison Rideout, Brittany Scalia, and Jennifer Maslowsky.

V. **"Net Settlement Amount."** "Net Settlement Amount" means the Maximum Settlement Fund Amount less Class Counsel's attorneys' fees and expenses, the Service Awards, the Settlement Administration Costs, and the Reserve Fund.

W. **"PAGA Claims."** "PAGA Claims" means the claims of PAGA Group Members under the California Labor Code Private Attorneys General Act as alleged in the Action and contained in the Operative Complaint.

X. **"PAGA Group Member."** "PAGA Group Member" means all members of the California Class who worked for Fastaff or U.S. Nursing in California during the PAGA Period.

Y. **"PAGA Notice."** "PAGA Notice" means the written notice of alleged California Labor Code violations sent by Plaintiff Egan to the LWDA on December 28, 2022.

Z. "**PAGA Payment**." "PAGA Payment" means the portion of the Maximum Settlement Fund allocated to PAGA Claims. 75% of the PAGA payment is allocated to the State of California's LWDA. 25% of the PAGA Payment is allocated to PAGA Group Members.

AA. **"PAGA Period."** "PAGA Period" means December 28, 2021 through the date this Agreement is fully executed.

BB. **"Participation Deadline."** "Participation Deadline" means the date one hundred and twenty (120) days from the date the Settlement Administrator mails the Settlement Checks to Class Members, Collective Members, and PAGA Group Members.

CC. **"Parties**." "Parties" shall refer to the Named Plaintiffs and Fastaff.

DD. **"Preliminary Approval."** "Preliminary Approval" means the date on which the Court preliminarily approves the terms of the Parties' Agreement, as provided in Paragraph IV.A.

EE. **"Preliminary Approval Order."** "Preliminary Approval Order" means an order to be executed and filed by the Court preliminarily approving the terms contained in this Agreement and certifying a class action for settlement purposes only as provided in Paragraph IV.A. The Parties shall submit a draft order, entitled "Order Granting Preliminary Approval of Class Action Settlement" for the Court's review and approval.

FF. **"Proposed Settlement Notice."** "Proposed Settlement Notice" means the Notice of Proposed Class and Collective Action Settlement to be sent to Class Members and Collective Members after the Court grants Preliminary Approval of the Agreement, substantially in the form attached to this Agreement as Exhibit A.

GG. **"Released Class Claims."** "Released Class Claims" means any state law claims, whether known or unknown, that were or could have been asserted based on the facts alleged in the Complaint premised on the underpayment of overtime due to miscalculation of the regular rate.

The Released Class Claims include liquidated or punitive damages based on said claims and are intended to include all claims described or identified herein through the date this Agreement is fully executed.

HH. **"Released FLSA Claims."** "Released FLSA Claims" means any federal claims, whether known or unknown, that were or could have been asserted based on the facts alleged in the Complaint premised on the underpayment of overtime due to miscalculation of the regular rate. The Released FLSA Claims include liquidated or punitive damages based on said claims and are intended to include all claims described or identified herein through the date this Agreement is fully executed.

II. **"Released Individual Overtime Claims."** "Released Individual Overtime Claims" means any claims that were or could have been asserted based on the facts alleged in the Complaint premised on the underpayment of overtime due to miscalculation of the regular rate on behalf of Plaintiffs Budden-Wright and Maslowsky, whether known or unknown, and whether arising under the FLSA or state law. The Released Individual Overtime Claims include liquidated or punitive damages based on said claims and are intended to include all claims described or identified herein through the date this Agreement is fully executed.

JJ. **"Released Section 1542 Claim."** "Released Section 1542 Claims" means any and all claims, rights, and benefits under Section 1542 of the California Civil Code, and any similar law of any state or territory of the United States or principle of common law. Section 1542 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."* This provision does not mean that Class Members, Collective Members, or PAGA

Group Members are providing a general release. It is intended to address a situation where the individual is possibly unaware of a claim that falls within the scope of the applicable release.

KK. **"Released PAGA Claims."** "Released PAGA Claims" means all claims for civil penalties under the California Private Attorney General Act (Cal. Labor Code § 2698, *et seq*.) which relate to the wage and hour and California Labor Code claims alleged in the Complaint and the PAGA Notice or relate to other claims that could have been alleged based on the facts asserted in the operative complaint and the PAGA Notice.

LL. **"Released Parties."** "Released Parties" means Fastaff and its present and former affiliates, divisions, members, joint venture partners, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders and/or successors, insurers or reinsurers, employee benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity that could be jointly liable with any of them. "Released Parties" also means Fastaff's hospital clients and their present and former affiliates, divisions, members, joint venture partners, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders and/or successors, insurers or reinsurers, employee benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity that could be jointly liable with any of them.

MM. **"Reserve Fund."** "Reserve Fund" means a fund in the amount of $10,000, allocated from the Maximum Settlement Fund, that the Settlement Administrator may use, with approval from Class Counsel and based on Class Counsel's reasonable judgment, to make payments to Class Members, Collective Members, and PAGA Group Members who dispute their Settlement Check allocation amounts or for any other reasonable purpose necessary to effectuate the settlement. If the Reserve Fund is not used at the time Settlement Checks are distributed, it will return to the Net Settlement Amount for distribution consistent with the allocation formula.

NN. **"Service Awards."** "Service Awards" means the amounts approved by the Court to be paid to the Named Plaintiffs and Opt-In Plaintiff Lindsey Sims, as described in Paragraph III.C, in addition to their Settlement Check, in recognition of their efforts in assisting in the prosecution of the Litigation or otherwise benefiting the Certified Classes and Conditionally Certified Collective.

OO. **"Settlement Administrator."** "Settlement Administrator" refers to the settlement administrator selected by the Parties to administer the settlement.

PP. **"Settlement Administration Costs."** "Settlement Administration Costs" means the fees and costs incurred by the Settlement Administrator in administering the settlement as described in this Agreement.

QQ. **"Settlement Checks."** "Settlement Checks" means the checks issued to Named Plaintiffs, Class Members, and Collective Members for their proportionate share of the Net Settlement Fund calculated in accordance with this Agreement.

II. FINAL CERTIFICATION OF THE FLSA COLLECTIVE FOR PURPOSES OF SETTLEMENT ONLY

A. These stipulations are made solely for purposes of this Agreement. The Parties agree that the stipulations and the terms of this Agreement are in no way an admission that final

collective action certification would be proper in this Litigation, and neither the existence nor the terms of this Agreement or the stipulations will be admissible in this or any other action or proceeding as (i) a determination or admission that any group of similarly situated employees exists to maintain a collective action under the FLSA; (ii) a determination or admission that any group of similarly situated employees exists to maintain a class action under Fed. R. Civ. P. 23; (iii) an adjudication of the merits of the Litigation; (iv) evidence that Fastaff is liable to the Named Plaintiffs, the Certified Classes, Collective Members, or PAGA Group Members; or (v) an adjudication of any other matters released in this Agreement.

III. PAYMENTS, SETTLEMENT FUND, AND ALLOCATION

A. Allocation of the Net Settlement Amount: The Net Settlement Amount will be allocated among Class Members, Collective Members, and the PAGA Payment as follows:

1. First, $15,000 will be allocated to the PAGA Payment. 75% of the PAGA Payment will be allocated to the State of California's LWDA share. 25% of the PAGA Payment will be allocated among PAGA Group Members proportionally based on the number of pay periods worked for Fastaff during the PAGA Period.

2. Second, all Class Members and Collective Members will be allocated a minimum settlement amount of $100.

3. Third, the remainder of the Net Settlement Amount will be allocated *pro rata* to each Class and Collective Member based on each individual's estimated unpaid overtime damages based on Class Counsel's damages analysis, without regard to penalties, interest, liquidated damages, and the like. In connection with the motion for preliminary approval, Class Counsel will submit a Plan of Allocation that sets out the specific formula. The allocation of the Net Settlement Amount among Class Members is a matter separate and apart from the proposed

Settlement between Plaintiff and Defendant, and any decision by the Court concerning allocation and distribution of the Net Settlement Amount among Class Members shall not affect the validity or finality of the Settlement or operate to terminate or cancel this Settlement.

B. Participation in Settlement. Class Members may object to the Agreement by submitting written objections to the Court and mailing copies of their written objection so that they are received by the Settlement Administrator and are postmarked no later than the Objection Deadline. Any objections must be timely submitted as required in this Paragraph or else they will be waived. The Proposed Settlement Notice shall advise Class Members of this option. The Settlement Administrator shall immediately provide copies of any such objections to Class Counsel and Defense Counsel.

C. Service Awards to the Named Plaintiffs and Opt-In Plaintiff Lindsey Sims. The Service Awards to the Named Plaintiffs and Opt-In Plaintiff Lindsey Sims shall not exceed the amount of $7,500 each. In the event the Court does not approve the amount of the Service Awards to the Named Plaintiffs or Opt-In Plaintiff Lindsey Sims, the settlement will proceed. This Agreement is not contingent upon the Court's approval of the request for the Service Awards in any amount. Any amount allocated as a Service Award for the Named Plaintiffs or Opt-In Plaintiff Lindsey Sims under this Agreement, but not approved by the Court, shall be added to the Net Settlement Amount.

D. Payment of Attorneys' Fees and Costs. Class Counsel will apply to the Court for approval of attorneys' fees not to exceed one-third (1/3) of the Maximum Settlement Fund, or $2,333,333.33, plus their reasonable costs and expenses. If the Court does not approve the amount of the requested attorneys' fees or expenses, the settlement will proceed. This Agreement is not contingent upon the Court's approval of the requested attorneys' fees or costs in any amount. Any

amounts allocated as attorney's fees or expenses under this Agreement, but not approved by the Court, shall be added to the Net Settlement Amount.

E. Release of Claims. Upon the Effective Date and after Fastaff has paid the Maximum Settlement Fund to the Qualified Settlement Fund ("QSF") pursuant to Paragraph IV.B.3, the Named Plaintiffs, PAGA Group Members and each of the Class and Collective Members, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged all applicable released claims:

1. The Certified Classes, each and every Class Member, and each Class Representative, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall, by operation of the Judgment, fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged the Released Class Claims and, to the extent applicable, the Released Section 1542 Claims.

2. The Conditionally Certified Collective and each and every Collective Member, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall, by operation of the Judgment, fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged all Released FLSA Claims.

3. The PAGA Group Members, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall, by operation of the Judgment, fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged all Released PAGA Claims and, to the extent applicable, the Released Section 1542 Claims.

4. Plaintiffs Budden-Wright and Maslowsky, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall, by operation of the

Judgment, fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged all applicable released claims, including, to the extent applicable, the Released Individual Overtime Claims, and to the extent applicable, the Released Class Claims, the Released Section 1542 Claims, the Released FLSA Claims, and the Released PAGA Claims.

5. To the extent any individual falls within more than one of the classes, collectives, groups, or categories identified in this Section (including, without limitation, as a Class Member, Collective Member, PAGA Group Member, Class Representative, and/or Named Plaintiff), that individual shall be deemed to have released, and by operation of the Judgment shall have released, all released claims applicable to each and every class, collective, group, or category of which he or she is a member. The releases in this Section are cumulative, not exclusive, and shall be construed as broadly and inclusively as possible, consistent with applicable law. The failure to specifically identify an individual, class, collective, group, or category as releasing a particular Released Claim shall not be construed to mean that such individual has not released that claim, so long as (a) the individual falls within the definition of the applicable class, collective, group, or category, and (b) the claim falls within the definition of the applicable Released Claims.

6. Upon entry of the Judgment, the Named Plaintiffs, the PAGA Group Members, the Class Members, and the Collective Members are permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating in any claim that he or she has released through this Litigation against any of the Released Parties in any forum.

IV. THE SETTLEMENT PROCESS

A. Court Approval of Settlement and Dismissal of Case. As soon as practicable and without undue delay, Named Plaintiffs will seek Court's Preliminary Approval of the terms of this Agreement and, upon Final Approval, seek the Court's dismissal of the Litigation with prejudice,

on the condition that the Court retain jurisdiction to administer and enforce the terms of this Agreement, to the extent allowed by law.

1. A condition precedent to this Agreement is the Court's Order granting preliminary approval of the Agreement.

2. The Parties shall provide to the Court for review and approval this Agreement, with exhibits, including the Proposed Settlement Notice, attached as Exhibit A; and such other information as the Court may request.

3. The Parties shall cooperate and take all necessary steps to effectuate judicial approval of the Agreement. Should the Court not approve the Agreement, this Agreement will be null and void, the Parties will retain all rights and defenses in the Litigation, and all negotiations and information and materials pertaining in any way to this Agreement or the settlement of the Litigation will be inadmissible. In such an event, the Parties agree in good faith to negotiate about appropriate revisions and re-submit for the Court's approval. In the event this Agreement is never approved by the Court, the Parties will retain all rights and defenses in the Litigation, and all negotiations and information and materials pertaining in any way to this Agreement or the settlement of the Litigation will be inadmissible.

4. Notwithstanding any other provision of this Agreement, Fastaff or Named Plaintiffs (if Named Plaintiffs are unanimous) shall have the right to terminate this Agreement and render it null and void by providing written notice to Class Counsel within fourteen (14) days if the Court materially modifies any term of this Agreement (other than the amount of attorneys' fees, costs, or Service Awards). Upon such termination, the Parties will retain all rights and defenses in the Litigation, and all negotiations, information, and materials pertaining in any way to this Agreement or the settlement will be inadmissible.

5. Within ten (10) days following the filing of this Agreement with the Court, Fastaff, or the Settlement Administrator, on Fastaff's behalf, shall serve upon the Attorney General of the United States and the appropriate State official (which, if there is no primary state regulatory, supervisory, or licensing authority for Fastaff, shall be the Attorney General) of each State in which any Class Member resides, as determined by Fastaff's records, a notice of the proposed settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715 ("CAFA"). A sample of the CAFA Notice is attached to this Agreement as Exhibit B.

6. Final Approval. The Parties will request that the Court set the Final Approval Hearing at least (30) days after the Objection Deadline. Prior to the Final Settlement Approval Hearing, the Named Plaintiffs shall move the Court for entry of the Final Approval Order and the associated Judgment on an unopposed basis. The Parties shall make all reasonable efforts to secure entry of the Final Approval Order and the associated Judgment. At the time the motion is filed requesting Final Approval, the Named Plaintiffs and Class Counsel also shall make an application for attorneys' fees and costs and the Service Awards.

B. Submission to the LWDA. As required by California Labor Code § 2699(s)(2), the Named Plaintiffs shall submit the proposed settlement of the Released PAGA Claims (including this Agreement) to the LWDA at the same time it is submitted to the Court for approval. Within ten (10) days after entry of Final Approval, the Named Plaintiffs shall submit a copy of the Final Approval, and any order awarding or denying civil penalties under the Labor Code, to the LWDA in accordance with California Labor Code § 2699(s)(3).

C. Settlement Administration. If the Court grants Preliminary Approval of this Agreement, the settlement will be administered by the Settlement Administrator. The Settlement Administrator will be selected by the Parties with the primary consideration being value.

Reasonable fees and expenses of the Settlement Administrator shall be paid from the Maximum Settlement Fund. In no circumstances will any administration of the settlement, including issuance of the Proposed Settlement Notice, occur unless and until the Court grants Preliminary Approval as set forth in Paragraph IV.A. The Parties agree to the following procedure for administration of the settlement:

1. Collection and Validation of Contact and Payroll Information.

a. Within thirty (30) days of Preliminary Approval, the Parties will provide the names and addresses ("Contact Information") and payroll or other data needed for purposes of allocating the Net Settlement Amount ("Payroll Information") of PAGA Group Members, Class Members and Collective Members to the Settlement Administrator. Any and all information, including Social Security Numbers, provided by Fastaff or Class Counsel shall be held in confidence and shall be used solely for purposes of effectuating this Agreement. This information shall not be disclosed to the Named Plaintiffs, PAGA Group Members, Class Members, or Collective Members.

b. Upon receipt of the Contact Information, the Settlement Administrator shall make reasonable efforts to obtain valid, current addresses for PAGA Group Members, Class Members and Collective Members, including validating Contact Information through the national change of address database or other third-party change of address databases prior to sending the Proposed Settlement Notice and thereafter as needed.

c. Upon receipt of the Payroll Information, the Settlement Administrator shall calculate the amount of the Settlement Checks for each PAGA Group Member, Class Member and Collective Member.

2. Issuance of Proposed Settlement Notice to Class Members and Collective Members.

a. Within fourteen (14) days of receiving the Contact Information and the Payroll Information, the Settlement Administrator shall issue the Proposed Settlement Notice, as approved by the Court, in substantially the form attached hereto and made a part of this Settlement Agreement as Exhibit A to all Class Members and Collective Members. The Proposed Settlement Notice shall inform Class Members of their right to object to the settlement or elect to participate in the settlement, and the approximate amount they are entitled to receive if they participate. If the Proposed Settlement Notice sent to a Class Member or Collective Member is returned as undeliverable, the Settlement Administrator shall promptly undertake reasonable steps including performing a single skip trace to determine the Class Member's or Collective Member's current address and, if an additional address is located, to send the Proposed Settlement Notice to the additional address, provided that only one additional Proposed Settlement Notice may be sent to a Class Member or Collective Member.

b. Class Members shall have a deadline of forty-five (45) days from the date the Proposed Settlement Notice is first mailed (the "Objection Deadline") to object to the Agreement by fully complying with the requirements for doing so as set forth in the Proposed Settlement Notice attached hereto as Exhibit A. If the Settlement Notice sent to a Class Member is returned as undeliverable, but the Settlement Administrator locates an additional address for the Class Member and thereafter sends the Proposed Settlement Notice to that additional address, then that Class Member shall have a deadline of the earlier of thirty (30) days from the date the Proposed Settlement Notice was mailed to the additional address to object to the Agreement or seventy-five (75) days from date the Settlement Administrator first mailed the Proposed Settlement Notice to

Class Members. Objections must be returned via U.S. First Class Mail and be postmarked by the Objection Deadline, which shall be specified in the Proposed Settlement Notice.

3. Establishment and Funding of the QSF.

a. If the Court grants Preliminary Approval of this Agreement, the Settlement Administrator shall establish a QSF pursuant to 26 C.F.R. § 1.468B-1 for the purposes of administering the Settlement on or before the Effective Date. The Parties shall provide the Settlement Administrator with all necessary cooperation for the creation of the QSF, including but not limited to the execution of all necessary documents.

b. Fastaff shall fund the QSF with the Maximum Settlement Fund and Employer Payroll Taxes (as calculated by the Settlement Administrator) within 30 days after Preliminary Approval. If the Effective Date does not occur, the Maximum Settlement Fund will be returned to Fastaff.

c. To effectuate the terms of the Settlement and to correct for mathematical or factual errors in the allocations to Class Members, Collective Members, and PAGA Group Members, the Settlement Administrator shall allocate from the Maximum Settlement Fund $10,000 to create a Reserve Fund, which the Settlement Administrator may use, with approval of Class Counsel, to make payments to Class Members, Collective Members, and PAGA Group Members who dispute their allocation amounts, or for any other reasonable purpose necessary to effectuate the settlement. Any amount remaining in the Reserve Fund at the conclusion of the Objection Deadline shall be added to the Net Settlement Amount for distribution consistent with the allocation formula.

4. Issuance of the Payments under This Agreement.

a. Within fourteen (14) days after the Effective Date, the Settlement Administrator shall: (i) issue Settlement Checks allocated from the Net Settlement Fund to PAGA Group Members and Class and Collective Members; (ii) wire the amount of any Court-approved attorneys' fees and costs to Class Counsel; (iii) issue checks in the amount of any Court-approved Service Awards to the Named Plaintiffs; and (iv) pay the LWDA's seventy-five percent (75%) share of the PAGA Payment to the LWDA in accordance with the LWDA's payment instructions.

b. The Settlement Checks shall be valid and negotiable for a period of one hundred and twenty (120) days from issuance ("Participation Deadline"). Any Settlement Checks that are not cashed or deposited within one hundred and twenty (120) days from issuance shall become void. Sixty (60) days prior to the Participation Deadline, the Settlement Administrator shall issue reminder postcards to each of the Class Members who have not negotiated their Settlement Check by that date.

D. Uncashed Settlement Checks.

Any portion of the Net Settlement Amount that remains after the Participation Deadline because Class or Collective Members did not timely negotiate their Settlement Checks, shall be transferred by the Settlement Administrator to the unclaimed property fund of the state of the Class or Collective Member's last known address to be held for that Class or Collective Member in exchange for their release of claims as part of this Settlement Agreement. This Agreement, including the release of claims by each such Class or Collective Member, shall remain fully effective notwithstanding that the Settlement Check was not negotiated. Any expenses incurred shall be considered Settlement Administration Costs and will be paid from the Maximum Settlement Fund.

E. Tax Treatment of Settlement Checks.

1. For tax purposes, 50% of each Settlement Check shall be treated as back wages, and the other 50% of each Settlement Check shall be treated as interest, any applicable penalties, liquidated damages and other non-wage relief.

2. Payments treated as back wages shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service ("IRS") and other appropriate taxing authorities (together with the IRS, the "Taxing Authorities") and the payee under the payee's name and Social Security number on an IRS Form W-2. The employee portion of all applicable income and payroll taxes will be the sole responsibility of the individual Class Member, and shall come out of the Net Settlement Amount. However, payments treated as back wages shall not be made net of any Employer Payroll Taxes, which shall be paid by Fastaff independent of and in addition to the Maximum Settlement Fund.

3. Payments treated as interest and/or liquidated damages shall be made without withholding and shall be reported to the Taxing Authorities and the payee, to the extent required by law, under the payee's name and Social Security number on an IRS Form 1099.

4. The Settlement Administrator shall be responsible for determining the appropriate number of exemptions to be used in calculating payroll tax and withholding, deciding the appropriate tax rate, and issuing IRS Forms W-2 and Forms 1099 as appropriate.

F. Tax Treatment of Attorneys' Fees. Within seven (7) calendar days following Final Approval, Class Counsel shall provide the Claims Administrator with a duly completed IRS Form W-9. The payments provided by Paragraph III.D shall be considered attorneys' fees and reported on behalf of Class Counsel to the Taxing Authorities on a Form 1099 issued to Class Counsel by

the Settlement Administrator, provided the Settlement Administrator has timely received a duly completed Form W-9 from Class Counsel.

G. Tax Treatment of Service Awards. The Service Awards paid to the Named Plaintiffs under this Agreement shall be reported as non-wage income to the Taxing Authorities on a Form 1099 issued to the Named Plaintiffs by the Settlement Administrator.

H. Responsibility for Taxes.

1. Fastaff is only responsible for the Employer Payroll Taxes arising from the payments under this Agreement. In the event that it is determined by the Taxing Authorities that Class Counsel, the Named Plaintiffs, PAGA Group Members, and/or any Class or Collective Member owes any additional taxes with respect to any attorneys' fees or costs, any Service Award, or any Settlement Check distributed under this Agreement, it is expressly agreed that the determination of any tax liability is between Class Counsel, the Named Plaintiffs, and/or the Class or Collective Members and the Tax Authorities, and that Fastaff will not be responsible for the payment of such taxes, including any interest and penalties. The Named Plaintiffs, PAGA Group Members, and each Class and Collective Member shall be solely responsible for, and shall hold harmless and indemnify the Released Parties against, any such taxes, interest, and penalties (other than the Employer Payroll Taxes) assessed against or imposed upon any of the Released Parties with respect to the payments made under this Agreement, and any such amounts shall be satisfied from the Net Settlement Amount and not paid separately by Fastaff.

2. Class Counsel, Defense Counsel, and Fastaff make no representations, and it is understood and the Collective Members and the Named Plaintiffs, on behalf of Class Members, agree that Class Counsel, Defense Counsel, and Fastaff have made no representations as to the taxability of any portions of the Settlement Check to the Named Plaintiffs or any Class

Member, the payment of any costs or award of attorneys' fees to Class Counsel, or any Service Award to the Named Plaintiffs. The Proposed Settlement Notice will advise Class Members, Collective Members, and PAGA Group Members to seek their own tax advice prior to acting in response to the Notices. Neither Class Counsel nor Defense Counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor will it be relied upon as such.

I. Other Responsibilities of the Settlement Administrator.

1. The Settlement Administrator shall provide notice to Class Counsel and Defense Counsel if it receives any Class or Collective Member objections.

2. The Settlement Administrator shall provide periodic updates to Class Counsel and Defense Counsel regarding Class and Collective Member Settlement Check negotiation rates.

3. The Settlement Administrator shall keep a log of all communications with any Class Members, Collective Members, and PAGA Group Members and shall be responsible for responding to inquiries about the settlement. In the event any Class Members, Collective Members, and PAGA Group Members requests to speak to Class Counsel or has a question that seeks legal advice about the settlement, the Settlement Administrator shall provide that person with Class Counsel's contact information, including telephone number, email address, and mailing address. The Settlement Administrator shall forward all other unresolved questions or issues in writing to Class Counsel and Defense Counsel, who will work jointly to attempt to provide a resolution.

4. In communications to Class and Collective Members, the Settlement Administrator and the Parties will cooperate to facilitate the purposes of the settlement.

5. Within seven (7) days of the Objection Deadline , the Settlement Administrator shall provide Defense Counsel and Class Counsel with a list of the names and addresses of all Class Members who have objected to the Agreement.

V. NON-ADMISSION OF LIABILITY

This Agreement shall not in any way be construed as an admission by Fastaff that it has acted wrongfully with respect to the Named Plaintiffs, PAGA Group Members, Class Members, Collective Members, or to any other person, collectively or individually, and Fastaff specifically disclaims any liability to or wrongful acts against the Named Plaintiffs, PAGA Group Members, Class Members, Collective Members, or any other person, on the part of Fastaff or the Released Parties. Furthermore, the Parties agree that this Agreement does not constitute an adjudication of the merits of the Litigation or any other matters released in this Agreement. Accordingly, the Parties agree that none of them has prevailed on the merits; nor shall this Agreement serve or be construed as evidence that (1) any party has so prevailed; (2) Fastaff or the Released Parties have engaged in any wrongdoing; or (3) any claims may or should proceed on a class or collective basis against any of Fastaff or the Released Parties. Nothing in this provision shall prevent the Parties from bringing an action to enforce the terms of this Agreement.

VI. COURT RETAINS JURISDICTION TO ENFORCE AGREEMENT

The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Agreement, to the extent permitted by law, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Agreement. This retention of jurisdiction encompasses any disagreement among the Parties concerning the final forms of the notices or other documents necessary to implement this Agreement, and all other disputes regarding the Agreement and its implementation. Any action to enforce this Agreement shall be commenced and maintained only in this Court.

VII. GOVERNING LAW

This Agreement is made and entered into in the State of Colorado and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Colorado.

VIII. COOPERATION CLAUSE

The Parties agree to cooperate to effectuate the settlement of the Litigation, including securing the Court's approval of the Agreement, assisting with the administration of the settlement in accordance with the terms of this Agreement, and obtaining a final dismissal. The Parties further agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the terms and conditions of the Agreement, including but not limited to obtaining the dismissal, transfer to the Court, or stay of any pending or subsequently-filed class or collective action lawsuit that alleges any of the claims covered by the Releases herein.

IX. ASSIGNMENTS

The Named Plaintiffs and Class Counsel represent that they have not assigned or transferred, or purported to assign or transfer, to any person or entity any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action.

X. NO REPRESENTATIONS FROM FASTAFF

The Named Plaintiffs and Class Counsel represent and acknowledge that, in executing this Agreement, they do not rely and have not relied upon any representation or statement made by Fastaff or by any of its agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement.

XI. BINDING AGREEMENT

This Agreement shall be binding upon the Parties and upon their respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of Fastaff and to its respective heirs, administrators, representatives, executors, successors, and assigns.

XII. ARM'S LENGTH TRANSACTION; MATERIALITY OF TERMS

The Parties have negotiated all the terms and conditions of this Agreement at arm's length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

XIII. SEVERABILITY

Should any clause, sentence, provision, paragraph, or part of this Agreement be adjudged by any court of competent jurisdiction, or be held by any other competent governmental authority having jurisdiction, to be illegal, invalid, or unenforceable, such judgment or holding shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, provision, paragraph, or part of the Agreement directly involved, and the remainder of the Agreement shall remain in full force and effect.

XIV. WAIVERS, ETC. TO BE IN WRITING

No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's Preliminary or Final Approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification, or amendment subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party

of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XV. CAPTIONS

The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

XVI. CONSTRUCTION

The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

XVII. SOLE AND ENTIRE AGREEMENT

This Agreement, including Exhibits A and B and attached hereto, set forth the entire agreement between the Parties hereto. This Agreement fully supersedes any and all prior oral or written agreements or understandings between the Parties hereto pertaining to the subject matter hereof. This Agreement may only be modified in writing.

XVIII. EXTENSIONS OF TIME

If any deadlines related to this Agreement cannot be met, Class Counsel and Defense Counsel shall meet and confer to reach agreement on any necessary revisions of the deadlines and timetables set forth in this Agreement. In the event that the Parties fail to reach such agreement,

any of the Parties may apply to the Court via a motion for modification of the dates and deadlines in this Agreement.

XIX. ELECTRONIC SIGNATURES

The Parties agree that this Agreement, including Exhibits A and B attached hereto, and any other documents or notices to be delivered in connection with this Agreement may be electronically signed, and that any electronic signature appearing on this Agreement or such other documents have the same force and effect as manual or handwritten signatures for purpose of validity, enforceability, and admissibility.

XX. THIRD PARTY BENEFICIARIES

The Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto; but this Agreement is not designed to and does not create any third party beneficiaries other than third parties that are identified as Released Parties as defined in Paragraph I.LL.

XXI. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

NAMED PLAINTIFFS

DATED: 10/20/2026 By: theresa egan (Oct 20, 2026 16:07:16 PDT)
Theresa Egan

DATED: _____ By: _____
Brian Barker

DATED: _____ By: _____
Taylor Berdoll

DATED: _____ By: _____
Sabrina Budden-Wright

DATED: _____ By: _____
Allison Rideout

DATED: _____ By: _____
Brittany Scalia

DATED: _____ By: _____
Jennifer Maslowsky

Fastaff, LLC:

DATED: _____ By: _____
[Fastaff]

U.S. Nursing Corporation:

DATED: _____ By: _____
[USN]

NAMED PLAINTIFFS

DATED: _____ By: _____
Theresa Egan

DATED: 10/23/2026 By: Brian K. Barker (Oct 23, 2026 10:04:33 EDT)
Brian Barker

DATED: _____ By: _____
Taylor Berdoll

DATED: _____ By: _____
Sabrina Budden-Wright

DATED: _____ By: _____
Allison Rideout

DATED: _____ By: _____
Brittany Scalia

DATED: _____ By: _____
Jennifer Maslowsky

Fastaff, LLC:

DATED: _____ By: _____
[Fastaff]

U.S. Nursing Corporation:

DATED: _____ By: _____
[USN]

NAMED PLAINTIFFS

DATED: _____ By: _____
Theresa Egan

DATED: _____ By: _____
Brian Barker

DATED: 10/20/2026 By: Taylor Berdoll (Oct 20, 2026 16:49:22 PDT)
Taylor Berdoll

DATED: _____ By: _____
Sabrina Budden-Wright

DATED: _____ By: _____
Allison Rideout

DATED: _____ By: _____
Brittany Scalia

DATED: _____ By: _____
Jennifer Maslowsky

Fastaff, LLC:

DATED: _____ By: _____
[Fastaff]

U.S. Nursing Corporation:

DATED: _____ By: _____
[USN]

NAMED PLAINTIFFS

DATED: _____ By: _____
Theresa Egan

DATED: _____ By: _____
Brian Barker

DATED: _____ By: _____
Taylor Berdoll

DATED: 10/20/2026 By: sabrina budden wright (Oct 20, 2026 18:26:58 CDT)
Sabrina Budden-Wright

DATED: _____ By: _____
Allison Rideout

DATED: _____ By: _____
Brittany Scalia

DATED: _____ By: _____
Jennifer Maslowsky

Fastaff, LLC:

DATED: _____ By: _____
[Fastaff]

U.S. Nursing Corporation:

DATED: _____ By: _____
[USN]

NAMED PLAINTIFFS

DATED: _____ By: _____
Theresa Egan

DATED: _____ By: _____
Brian Barker

DATED: _____ By: _____
Taylor Berdoll

DATED: _____ By: _____
Sabrina Budden-Wright

DATED: 10/21/2026 By: Alison Rideout
Alison Rideout (Oct 21, 2026 20:13:03 EDT)
Alison Rideout

DATED: _____ By: _____
Brittany Scalia

DATED: _____ By: _____
Jennifer Maslowsky

Fastaff, LLC:

DATED: _____ By: _____
[Fastaff]

U.S. Nursing Corporation:

DATED: _____ By: _____
[USN]

NAMED PLAINTIFFS

DATED: _____ By: _____
Theresa Egan

DATED: _____ By: _____
Brian Barker

DATED: _____ By: _____
Taylor Berdoll

DATED: _____ By: _____
Sabrina Budden-Wright

DATED: _____ By: _____
Alison Rideout

DATED: 10/20/2026 By: Brittany scalia
Brittany Scalia

DATED: _____ By: _____
Jennifer Maslowsky

Fastaff, LLC:

DATED: _____ By: _____
[Fastaff]

U.S. Nursing Corporation:

DATED: _____ By: _____
[USN]

NAMED PLAINTIFFS

DATED: _____ By: _____
Theresa Egan

DATED: _____ By: _____
Brian Barker

DATED: _____ By: _____
Taylor Berdoll

DATED: _____ By: _____
Sabrina Budden-Wright

DATED: _____ By: _____
Alison Rideout

DATED: _____ By: _____
Brittany Scalia

DATED: 10/20/2026 By: Jennifer Maslowsky (Oct 20, 2026 18:52:17 EDT)
Jennifer Maslowsky

Fastaff, LLC:

DATED: _____ By: _____
[Fastaff]

U.S. Nursing Corporation:

DATED: _____ By: _____
[USN]

Docusign Envelope ID: D17E1C5A-088B-8432-814D-8104626A565B

NAMED PLAINTIFFS

DATED: _____ By: _____
Theresa Egan

DATED: _____ By: _____
Brian Barker

DATED: _____ By: _____
Taylor Berdoll

DATED: _____ By: _____
Sabrina Budden-Wright

DATED: _____ By: _____
Alison Rideout

DATED: _____ By: _____
Brittany Scalia

DATED: _____ By: _____
Jennifer Maslowsky

Fastaff, LLC:

DATED: 10/22/2026 By: Signed by: Benjamin Mirtes C503F002970244B...
[Fastaff]

U.S. Nursing Corporation:

DATED: 10/22/2026 By: Signed by: Benjamin Mirtes C503F002970244B...
[USN]

EXHIBIT A

Theresa Egan, et al. v. Fastaff, LLC, et al.

NOTICE OF PROPOSED
CLASS and COLLECTIVE ACTION SETTLEMENT

Dear [Name]:

If you entered into an agreement with Fastaff, LLC or U.S. Nursing Corporation to work a travel assignment at a healthcare facility, were paid a stipend for housing or meals and incidentals, and worked overtime, you may be entitled to a payment from a class and collective action lawsuit settlement (the "Settlement").

You have been sent this Notice of Proposed Class and Collective Action Settlement (the "Settlement Notice") because you have been identified as a Class Member or Collective Member in the class and collective action lawsuit, *Egan, et al. v. Fastaff, LLC, et al.*, pending in the United States District Court for the District of Colorado, Case No. 22-cv-03364-CYC.

Your estimated settlement payment is $_____. To receive proceeds from the Settlement, you do not have to do anything in response to this Settlement Notice, as explained in further detail below.

This is not a solicitation from a lawyer. The Court approved this Notice to inform you of your rights. Please read it carefully.

If You Worked a Travel Assignment for Fastaff or U.S. Nursing at a Healthcare Facility, were paid a stipend for housing or meals and incidentals, and worked overtime you may be entitled to a payment from a class and collective action lawsuit settlement.

A COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER.
YOU ARE NOT BEING SUED.

- This Settlement Notice is directed to all employees who (a) entered into an agreement with Fastaff, LLC or U.S. Nursing Corporations (collectively, "Fastaff" or "Defendant") to work a travel assignment at a healthcare facility and were paid a stipend for housing or meals and incidentals for assignments in California, New York, or New Jersey; or (b) timely opted in to the conditionally certified FLSA Collective defined in Section 1, below.

- The Named Plaintiffs in this lawsuit allege that the Defendant violated the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, ("FLSA"); California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200; the California Labor Code, §§ 510, 1194; California's Private Attorney General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); the New Jersey Wage and Hour Law, N.J. Stat. Ann. §§ 34:11-4.2 *et seq.*, the New York Labor Laws, N.Y. Lab. Law §§ 191 *et seq.*, by miscalculating its employees' regular rate of pay for overtime purposes, resulting in failure to lawfully pay overtime compensation. The Named Plaintiffs filed the lawsuit as a class action, collective action, and California Private Attorney General Act representative action.

- Fastaff denies the allegations in Plaintiffs' Second Amended Complaint. The Parties have nonetheless agreed to settle this dispute for the purpose of avoiding further disputes and litigation with its attendant risk, expense, and inconvenience. The Court has not made any ruling on the merits of the claims, and no Party has prevailed in the lawsuit. However, the Court has reviewed and preliminarily approved the Settlement between the Parties and this Settlement Notice.

- The Settlement monies are being used to pay Class Members, Collective Members, and PAGA Group Members, to pay Class Counsel's attorneys' fees and costs and expenses, service awards, and the costs of administering the Settlement. Defendants will not take any adverse action against any employee covered by the Settlement whether or not he or she accepts a settlement payment.

- Under the allocation formula created by the settlement, your estimated settlement payment is $_____. You will receive your settlement payment in the mail if the Court grants final approval of the settlement. This amount is based on your individual alleged unpaid overtime damages incurred during the relevant period based on your status as a Class Member or Collective Member.

- Your legal rights are affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN RESPONSE TO THIS SETTLEMENT NOTICE	
DO NOTHING	To participate in the settlement, there is nothing further you need to do. If you do nothing, you will receive a settlement check in the mail and be bound by the release of claims (defined in Section 7 of this Settlement Notice).
OBJECT	If you believe the proposed settlement is unfair or inadequate in any respect, you may object to the settlement by the deadline discussed in Section 8 of this Settlement Notice.

BASIC INFORMATION

1. Why did I get this Notice?

Fastaff's records show that you fall into one or more of the following groups, which means you are covered by the Settlement and will receive a settlement payment:

The California Class: Any person who entered into an agreement with Fastaff to work at a facility in California who (1) worked more than 40 hours in a workweek or 8 hours in a work day, (2) who was paid a stipend during that workweek or work day, and (3) whose regular rate of pay did not include the value of that stipend from three years (Cal. Lab. Code § 510 overtime claim) or four years (derivative Unfair Competition Law claim) prior to the filing of the Complaint through the date of the Court's class certification order.

The New York Class: Any person who entered into an agreement with Fastaff to work at a facility in New York who (1) worked more than 40 hours in a workweek, (2) who was paid a stipend during that workweek, and (3) whose regular rate of pay did not include the value of that stipend from six years prior to the filing of the Complaint through the date of the Court's class certification order.

The New Jersey Class: Any person who entered into an agreement with Fastaff to work at a facility in New Jersey who (1) worked more than 40 hours in a workweek, (2) who was paid a stipend during that workweek, and (3) whose regular rate of pay did not include the value of that stipend from six years prior to the filing of the Complaint through the date of the Court's class certification order.

The FLSA Collective: All travel healthcare professionals currently or formerly employed by Fastaff or U.S. Nursing Corporation who (1) worked more than 40 hours in a workweek from February 16, 2020 until the date of the Court's conditional certification order; (2) who received a "Housing Stipend" (or its equivalent by any other name) that was not included in their regular rate of pay during a workweek where they worked more than 40 hours; and (3) who timely submitted a valid Consent to Join Form during the opt-in period.

PAGA Group Member: All members of the California Class who worked for Fastaff or U.S. Nursing in California during the PAGA Period.

You are receiving this Settlement Notice because, as a Class Member, Collective Member, and/or PAGA Group Member, this Settlement Notice explains the Settlement and your rights and options.

United States Magistrate Judge Cyrus Chung of the United States District Court for the District of Colorado is overseeing this case. The case is known as *Egan v. Fastaff*, Case No. 22-cv-03364-CYC. The people who sued, Theresa Egan, Brian Barker, Taylor Berdoll, Sabrina Budden-Wright, Allison Rideout, Brittany Scalia, and Jennifer Maslowsky, are called the "Named Plaintiffs." Fastaff, LLC and U.S. Nursing Corporation, collectively referred to as "Fastaff," is called the "Defendant."

2. What is the lawsuit about?

The claims covered by the proposed settlement in this lawsuit concern whether Fastaff's overtime pay practices violate the federal Fair Labor Standards Act ("FLSA") and state overtime and wage and hour laws. Fastaff paid the Named Plaintiffs, who worked travel assignments at healthcare facilities, an hourly rate plus what Fastaff refers to as "stipends" for "Housing" and "Meals & Incidentals." Plaintiffs allege those stipends functioned as compensation for their work so that those amounts should have been included when Fastaff calculated Plaintiffs' overtime pay. Because stipends were not included in the regular rate, the Named Plaintiffs alleged Fastaff underpaid them overtime. You can read Plaintiffs' Second Amended Class Action Complaint ("Complaint") at www.**WEBSITE**.com.

3. Why is there a proposed settlement?

The Court did not decide in favor of the Named Plaintiffs or Fastaff. Neither side prevailed. The Parties agreed to a settlement to avoid further disputes and the risk, expense, and inconvenience of litigation.

On [DATE], the Court granted preliminary approval of the proposed settlement. The Court will decide whether to give final approval to the proposed settlement in a hearing scheduled for [DATE] ("Final Approval Hearing"). *See* Section 11 below for details.

The Named Plaintiffs and Class Counsel believe that this settlement is a good outcome for all individuals covered by the proposed settlement. But if you believe the settlement is unfair or inadequate, you may object to the settlement by filing a written objection. *See* Section 8 below for details.

THE SETTLEMENT BENEFITS – WHAT YOU GET

4. What does the proposed settlement provide?

Fastaff has agreed to pay $7,000,000 to resolve this litigation. The Settlement Amount will be allocated among Class Members, Collective Members, and PAGA Group Members to compensate them for their claims, to compensate Class Counsel for their attorneys' fees and expenses in amounts to be approved by the Court, to fund service awards to the Named Plaintiffs and Opt-In Plaintiff Sims for their work assisting in the litigation and the settlement, and to pay the Settlement Administrator's fees and costs.

5. How much is my payment and how was it calculated?

Based on the allocation formula that has been approved by the Court, your estimated settlement payment is $_____. The allocation formula takes into account your estimated recoverable unpaid overtime wages measured against the estimated recoverable unpaid overtime wages of all other Class and Collective members. Each Class and Collective Member is allocated a minimum payment of $100 prior to the proportional allocation described above.

Half of each Settlement Check for damages will be treated as back wages for which you will receive an IRS Form W-2, and the other 50% will be treated as interest, any applicable penalties, liquidated damages, and other non-wage relief, and reported on an IRS Form 1099.

Neither Class Counsel nor Defendant make any representations concerning the tax consequences of your settlement payment. You are advised to obtain personal tax advice prior to acting in response to this Notice.

HOW YOU GET A PAYMENT

6. How do I get my payment?

You do not have to do anything to receive your settlement payment.

If the Court grants final approval of the Settlement, you will be bound by the release claims described in Section 7 below, and you will receive in the mail a Settlement check in the estimated amount of $_____ representing your share of the Settlement fund.

7. What am I giving up if I receive proceeds from the settlement?

If the Court grants final approval of the Settlement, you will have released claims, whether known or unknown, that were or could have been asserted based on the facts alleged in the Complaint premised on the underpayment of overtime due to miscalculation of the regular rate against Fastaff and affiliated entities. These releases are described in detail in the Settlement Agreement, which you may review on the settlement website.

8. What if I want to object to the settlement?

If you believe the proposed settlement is unfair or inadequate in any respect, you may object to the settlement by filing a written objection with the Court and mailing a copy of your written objection to the Settlement Administrator.

All objections must be signed and include your address, telephone number, and the name of the litigation. Your objection should clearly explain why you object to the proposed settlement and must state whether you or someone on your behalf intends to appear at the Final Approval Hearing. All objections must be filed with the Court, received by the Settlement Administrator, and postmarked by no later than [DATE]. If you submit a timely objection, you may appear, at your own expense, at the Final Approval Hearing, discussed below.

Any Settlement Class Member who does not object in the manner described above shall be deemed to have waived any objections and shall forever be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees, litigation costs, the service awards, and any

and all other aspects of the settlement. Likewise, regardless of whether you attempt to file an objection, you will be deemed to have released claims as described above.

If you are not sure whether you are included in the Classes, you can get free information at **www.WEBSITE.com.** You can also contact Class Counsel if you have more specific questions (*see* Section 13, below).

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes. The Court appointed Alex Ricke of Stueve Siegel Hanson LLP as "Class Counsel" to represent Class Members, Collective Members, and PAGA Group Members:

Stueve Siegel Hanson LLP
460 Nichols Rd., Suite 200
Kansas City, MO 64112
EMAIL
PHONE

If you have questions, you may contact Class Counsel. You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer, however, you may hire one at your own expense.

10. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys' fees in an amount not to exceed one-third (1/3) of the Settlement Amount plus reimbursement of reasonable expenses not to exceed $185,000, which will be paid from the Settlement Amount. In addition, Class Counsel will ask the Court to authorize payment from the Settlement Amount of a service award of not more than $7,500 to each of the Named Plaintiffs and to Opt-In Plaintiff Lindsey Sims, to recognize the risks they took and services to the beneficiaries of this settlement.

FINAL APPROVAL OF THE SETTLEMENT

11. When will the settlement be final, and when will I receive my settlement payment?

If the Court grants final approval of the settlement, you will receive your settlement payment in the mail after Final Approval.

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, and the service payment to the Named Plaintiffs on [DATE] in Courtroom C201 of the U.S. District Court for the District of Colorado, located at the Byron G. Rogers United States Courthouse, 1929 Stout Sttreet, Denver, Colorado 80294. The Final Approval Hearing may be continued without further notice to Class Members or Collective Members. You are not required to appear at the hearing to participate in or object to the Settlement.

GETTING MORE INFORMATION

12. Are there more details about the settlement?

This Settlement Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You are encouraged to read it. To the extent there is any inconsistency between this Settlement Notice and the Settlement Agreement, including between the description of the releases as provided in Section 7 above and the description of the releases as provided in the Settlement Agreement, the provisions in the Settlement Agreement control. You may access the Settlement agreement at the website, www.**WEBSITE**.com. You may obtain a copy of the Settlement Agreement by sending a request, in writing, to:

[Administrator Contact Information]

13. How do I get more information?

Visit the website, www.**WEBSITE**.com, where you will find the Settlement Agreement, the Court's Order Granting Preliminary Approval of the Settlement, Plaintiffs' Second Amended Complaint, Fastaff's Answer to the Second Amended Complaint, and other important case documents.

If you have other questions about the settlement, you can contact the Settlement Administrator the following ways:

Email:
Telephone:

If the Settlement Administrator cannot answer your questions, you may contact Class Counsel the following ways:

Email:
Telephone:

14. What if my name or address changes before I receive my settlement payment?

If you wish to change the name or address listed on the envelope in which the Settlement Notice was first mailed to you, then you must fully complete, execute, and mail the Change of Name and/or Address Information Form (enclosed with this Notice as Form A).

Date: _____

PLEASE DO NOT CALL THE COURT, DEFENDANT'S COUNSEL, OR FASTAFF ABOUT THIS NOTICE.

FORM A

Theresa Egan, et al. v. Fastaff, LLC, et al.

CHANGE OF NAME AND/OR ADDRESS INFORMATION FORM

Instructions**:** Please complete this Change of Name and/or Address Information Form **only** if you wish to change your name and/or mailing address information.

Former Name and Mailing Address:
Name (first, middle, and last): _____

Home Street Address: _____

City, State, Zip Code: _____

Home Telephone Number: (_____) _____

New Name and Mailing Address:

Name (first, middle, and last): _____

Home Street Address: _____

City, State, Zip Code: _____

Home Telephone Number: (_____) _____

I understand that all future correspondence in this Litigation, including, but not limited to, important notices or payments to which I am entitled (if any), will be sent to the new address listed above and not to the address previously used. I hereby request and consent to use the address listed above for these purposes.

Dated: _____ _____
(Signature)

_____
(Print Name)

PLEASE RETURN THIS FORM VIA UNITED STATES MAIL TO:

Administrator Contact Information

EXHIBIT B

Williams Weese Pepple & Ferguson

Mairead K. Dolan
EMAIL mdolan@williamsweese.com
DIRECT 303.228.2516
WEB www.williamsweese.com

1801 California Street
Suite 3400
Denver, Colorado 80202
MAIN 303.861.2828
FAX 303.861.4017

[DATE]

[STATE] Attorney General [NAME]
Office of the [STATE] Attorney General
[ADDRESS]

Re: *Egan, et al. v. Fastaff, LLC, et al.*,
D. Colo., Case No. 1:22-cv-03364-CYC

Notice pursuant to 28 U.S.C. § 1715

Dear [NAME]:

Defendants Fastaff, LLC and U.S. Nursing Corporation (collectively "Fastaff") provide this notice pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. Pursuant to CAFA, you are not required to comment on the settlement. However, if you wish to comment, you must do so within 90 days of being served with this notice. *See* 28 U.S.C. § 1715(d).

The parties filed a Motion for Preliminary Approval of Settlement with the Court on [DATE]. The Court has not yet held a preliminary hearing or scheduled a hearing for final approval of the settlement. In accordance with CAFA, Defendant provides the following information:

1. A copy of the Second Amended Class and Collective Action Complaint in the above-referenced matter, attached as Exhibit A;

2. The Court has scheduled a hearing for [preliminary/final] approval of the settlement be held on [DATE];

3. The proposed form of notification to class members of the proposed class and collective action settlement, attached as Exhibit B;

4. The Settlement Agreement in this action, attached as Exhibit C;

5. A list of class members residing in your state is attached as Exhibit D. It is estimated that XX% of the class members are residents of your state.

Under the terms of the proposed settlement, allocation of the Net Settlement Amount is based upon a formula developed by Class Counsel. Each Class Member and Collective Member's proportional share of the Net Settlement Amount will be based on the proportional amount of unpaid overtime Plaintiffs allege is owed to the individual measured against the total of all Class and Collective Members with that ratio then applied to the Net Settlement Amount.

NAME
DATE

If you have questions about this notice, the lawsuit, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact counsel for Fastaff and Class Counsel listed below.

Sincerely,



Mairead K. Dolan
1801 California Street, Suite 3400
Denver, Colorado 80202
Telephone: (303) 861-2828
Fax: (303) 861-4017
E-mail: mdolan@williamsweese.com

Counsel for Fastaff, LLC and U.S. Nursing Corporation.

Enclosures

Class Counsel:

Alexander T. Ricke
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
Kansas City, Missouri 64112
Telephone: 816.714.7100
Facsimile: 816.714.7101

Settlement Administrator:

Administrator Contact Information