PAGA SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

This PAGA Settlement Agreement and Release of PAGA Claims ("Agreement") is made by and between Plaintiff Cynthia Wood ("Plaintiff"), on behalf of the State of California, and Defendant Maxim Healthcare Staffing Services, Inc. ("Defendant," n/k/a Amergis Healthcare Staffing, Inc.). This Agreement pertains to the action entitled *Cynthia Wood v. Maxim Healthcare Staffing Services, Inc.*, case no. STK-CV-UOE-2022-0006312, filed in the Superior Court of California, County of San Joaquin ("Action"). Plaintiff and Defendant are collectively referred to herein as the "Parties."

1. DEFINITIONS.

1.1 "Action" means Plaintiff's representative PAGA lawsuit against Defendant captioned: *Cynthia Wood v. Maxim Healthcare Staffing Services, Inc.*, case no. STK-CV-UOE-2022-0006312, filed in the Superior Court of California, County of San Joaquin.

1.2 "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount of $14,450.00 that the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses.

1.4 "PAGA Member Data" means PAGA Member s' identifying information in Defendant's possession including the PAGA Member's name, last-known mailing address, Social Security number, and number of Pay Periods.

1.5 "Court" means the Superior Court of California, County of San Joaquin.

1.6 "Defense Counsel" means Thompson Coburn LLP, including Michael S. Kun and Kevin D. Sullivan, the attorneys representing Defendant in the Action.

1.7 "Effective Date" shall mean the first court date after both of the following have occurred: (i) approval of this settlement is granted and Judgment is entered by the Court, and (ii) judgment approving this settlement becomes Final. "Final," as used in the definition of Effective Date, shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for certiorari in the United States Supreme Court petition or a petition for review in the California Supreme Court, as applicable; or (ii) if such a petition is filed, the date of denial of the petition, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal from the judgment, i.e., 61 days following notice of entry of the Judgment on the LWDA.

1.8 "Gross Settlement Amount" means one million five hundred thousand dollars ($1,500,000.00), which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Costs, the PAGA Representative Payment, and the Administrator's Expenses Payment.

1.9 "Individual PAGA Payment" means the PAGA Member's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the PAGA Member worked during the PAGA Period.

1.10 "Judgment" means the judgment entered by the Court based upon the approval of this PAGA Settlement.

1.11 "LWDA" means the California Labor and Workforce Development Agency.

1.12 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.13 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees (four hundred ninety five thousand dollars $499,950), PAGA Counsel Costs (not to exceed eight thousand dollars $8,000.00), PAGA Representative Payment (not to exceed fifteen thousand dollars $15,000.00), and the Administration Expenses Payment (fourteen thousand four hundred and fifty dollars $14,450.00).

1.14 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.15 "PAGA Counsel" means Haffner Law PC, including Joshua H. Haffner, Alfredo Torrijos, and Vahan Mikayelyan, the attorneys representing Plaintiff in the Action.

1.16 "PAGA Member" means any current or former non-exempt employee who worked for Defendant in the State of California as "travelers" – i.e., those nurses who have traveled out-of-town to work for Defendant's clients in California – at any time during the PAGA Period.

1.17 "PAGA Notice" means Plaintiff's May 9, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.18 "PAGA Period" means the period from May 9, 2021 through June 29, 2025.

1.19 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the PAGA Member s and 75% to the LWDA.

1.20 "Pay Period" means any pay period during which a PAGA Member worked for Defendant within the State of California for at least one day during the PAGA Period.

1.21 "Plaintiff" means Cynthia Wood, the named plaintiff in the Action.

1.22 "Released PAGA Claims" mean the claims being released by Plaintiff, the PAGA Members, and the State of California as described in Section 5 below.

1.23 "Released Parties" mean Maxim Healthcare Staffing Services, Inc. (n/k/a Amergis Healthcare Staffing, Inc.) and any and all of its clients for whom PAGA Members performed work during the PAGA Period, and each of their respective former, present, and future directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, divisions, and affiliates, along with any individual or entity that could be jointly liable with or vicariously liable for Defendant and/or its clients for whom PAGA Members performed work during the PAGA Period.

1.24 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On July 22, 2022, Plaintiff commenced the Action by filing a complaint in the Superior Court of California, County of San Joaquin, case no. STK-CV-UOE-2022-0006312, alleging claims under PAGA against Defendant for alleged violations of the California Labor Code.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice on May 9, 2022.

2.3 Plaintiff alleges that Defendant violated various provisions of the California Labor Code by purportedly: (1) failing to pay minimum, regular, and overtime wages purportedly due; (2) failing to provide legally compliant meal periods and meal period premiums purportedly due; (3) failing to provide legally compliant rest periods and rest period premiums purportedly due; (4) failing to timely pay all wages purportedly due during employment; (5) failing to timely pay all wages purportedly due upon separation from employment; and (6) failing to provide accurate wage statements.

2.4 Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, denies that representative treatment on behalf of other employees is appropriate in the Action, and denies any and all liability for the causes of action alleged therein.

2.5 The Parties participated in mediation on or about May 23, 2024, before Kevin Barnes, Esq., but the Action did not resolve then. Significant motion practice followed, and with the assistance of the mediator, the Parties reached an agreement to settle Plaintiff's PAGA claims.

2.6 During and after the mediation, the Parties engaged in good-faith, arm's length negotiations. The Parties resolved the Action subject to the execution of this comprehensive Agreement and approval by the Court.

2.7 Before and after mediation, Plaintiff's counsel conducted a thorough investigation of the facts and claims alleged in the Action.

2.8 Based on the investigation and evaluation of the facts and law relating to the claims alleged in the Action, and taking into account the burdens, risks, and delays inherent in litigation, the Parties have determined that the Settlement is fair, reasonable, and adequate, and in the best interests of all Parties.

3. MONETARY TERMS.

3.1 <u>Gross Settlement Amount</u>. Defendant shall pay a settlement payment of one million five hundred thousand dollars ($1,500,000), which will create a non-reversionary common fund (hereinafter "Gross Settlement Amount" or "GSA") inclusive of Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Costs, PAGA Representative Payment, and the Administrator's Expenses Payment.

> 3.1.1 Defendant has no obligation to pay the Gross Settlement Amount prior to the funding deadline established herein in Section 4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 <u>Net Settlement Amount</u>. The Net Settlement Amount ("NSA") shall be the Gross Settlement Amount, less the Court-approved PAGA Counsel Fees (not to exceed $499,950.00), PAGA

Counsel Costs (not to exceed \$8,000.00), PAGA Representative Payment (not to exceed \$15,000.00), and the Administration Expenses Payment (\$14,450.00). One Hundred Percent (100%) of the Net Settlement Amount shall be paid as Labor Code section 2699 penalty payment and shall be distributed as follows: (i) 75% to the Labor and Workforce Development Agency ("LWDA") and (ii) 25% to the PAGA Members, pursuant to Labor Code section 2699(i).

3.3 Settlement Administration Costs. The Administrator's costs for administering the Settlement shall be \$14,450.00, which shall be paid from the Gross Settlement Amount. Any reduction by the Court of this amount will revert to the NSA.

3.4 PAGA Counsel Fees. Defendant will not oppose PAGA Counsel's request for attorneys' fees of one-third (33%) of the Gross Settlement Amount, or \$499,950.00. Any reduction by the Court of this request will revert to the NSA.

3.5 PAGA Counsel Costs. Defendant will not oppose PAGA Counsel's requests for reimbursement of litigation costs in the amount not to exceed \$8,000.00. Any reduction by the Court of this request will revert to the NSA.

3.6 PAGA Representative Payment. Defendant will not oppose Plaintiff's request for a payment not to exceed \$15,000.00, as consideration for Plaintiff's General Release (defined and discussed below) and her services as a PAGA representative. Any reduction by the Court of this request will revert to the NSA.

3.7 The LWDA PAGA Payment. The LWDA PAGA Payment shall be 75% of the NSA.

3.8 The Individual PAGA Payments. The Individual PAGA Payments to the PAGA Members will be calculated based on the respective number of Pay Periods each PAGA Member worked during the PAGA Period. The Administrator shall calculate the respective number of Pay Periods for each PAGA Member. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, if applicable. The payments to PAGA Members constitute civil penalties.

3.8.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the 25% portion of the NSA by the total number of Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's respective Pay Periods.

4. SETTLEMENT ADMINISTRATION AND FUNDING.

4.1 The Administrator. The Parties agree that ILYM Group, Inc. will manage the administration of this Settlement. The Parties have verified that ILYM Group, Inc., as a condition of appointment, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

4.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1. The QSF shall be an interest-bearing account at a federally insured bank that is mutually acceptable to the Parties and the Administrator. The Administrator shall serve as a Trustee of the QSF and shall act as a fiduciary with handling of all tax-related issues, reporting, and payments. The Parties agree that the QSF shall be a non-reversionary fund and that under no circumstance will there be any reversion to Defendant of any of the funds from the QSF or the GSA.

4.3 PAGA Members Totals. Based on its records, Defendant estimates that the PAGA Members collectively worked approximately 76,321 pay periods from May 9, 2021 through May 23, 2024. The Administrator shall have the final authority in calculating the total Pay Periods worked by the PAGA Members during the PAGA Period, calculated pursuant to the terms of this Agreement.

4.4 PAGA Member Data. No later than ten (10) calendar days after the Effective Date, Defendant will deliver the PAGA Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Administrator employees only those who need access to the PAGA Member Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible.

4.5 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than ten (10) calendar days after the Effective Date.

4.6 Payments from the Gross Settlement Amount. Within ten (10) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will distribute the Administration Expenses Payment, PAGA Counsel Fees, PAGA Counsel Costs, and PAGA Representative Payment.

4.7 Mailing of Individual PAGA Payments. Within ten (10) calendar days after Defendant funds the Gross Settlement Amount, the Administrator shall mail the Individual PAGA Payments to all PAGA Members by first-class U.S. mail. Prior to mailing, the Administrator shall perform a National Change of Address (NCOA) search to obtain the best possible address for the PAGA Member.

4.7.1 The face of each Individual PAGA Payment check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Thereafter, any settlement check to a PAGA Member that is not collected within one hundred eighty (180) days of mailing to the PAGA Members shall be cancelled, and the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Member.

4.8 Undeliverable Checks. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, or as requested by the PAGA Member prior to the void date.

4.8.1 If an Individual PAGA Payment is returned as undeliverable with a forwarding address provided by the United States Postal Service before the void date, the Administrator will promptly resend the Individual PAGA Payment to that forwarding address.

4.8.2 If an Individual PAGA Payment is returned as undeliverable without a forwarding address from its first mailing, the Administrator shall undertake all reasonable efforts to locate a current address, including performing an in-depth skip trace. If the Administrator obtains a more current address, the Administrator shall resend the Individual PAGA Payment to that address.

4.9 Uncashed Funds. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Member.

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

4.11 Accounting. The Administrator will provide an accounting under oath to PAGA Counsel and Defense Counsel of the amounts paid from the Settlement prior to any final accounting hearing set by the Court, or in case no such hearing is required, no later than nine (9) months after the Individual PAGA Payments have been disbursed, or sixty (60) days from the settlement checks' void date, whichever is later.

5. RELEASES OF CLAIMS.

5.1 Release by Plaintiff, the PAGA Members, and the State of California. Upon deposit of the Gross Settlement Amount in the Qualified Settlement Fund, Plaintiff, the PAGA Members, and the State of California release the Released Parties from any and all claims for civil penalties arising from the claims alleged that were alleged or reasonably could have been alleged based on the facts asserted in the PAGA Notice dated May 9, 2022 and/or the operative complaint during the PAGA Period, including any claims for civil penalties arising from Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, and 1198 and the corresponding provision under the applicable Industrial Welfare Commission wage order(s) including but not limited to claims for: (1) failing to pay minimum, regular, and overtime wages purportedly due; (2) failing to provide legally compliant meal periods and meal period premiums purportedly due; (3) failing to provide legally compliant rest periods and rest period premiums purportedly due; (4) failing to timely pay all wages purportedly due during employment; (5) failing to timely pay all wages purportedly due upon separation from employment; and (6) failing to provide accurate wage statements (the "Released PAGA Claims").

5.2 Plaintiff's General Release. Plaintiff and her former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences arising out of her employment with Maxim Healthcare Staffing Services, Inc. (n/k/a Amergis Healthcare Staffing, Inc.) through the date of executing this Agreement ("Plaintiff's General Release"). Plaintiff's General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff represents and warrants that she has not experienced any job-related illness or injury for which she has not already filed a claim.

5.3 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> 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.

6. ADDITIONAL PROVISIONS

6.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the operative complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

6.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

6.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

6.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement where necessary, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of Kevin Barnes, Esq. and/or the Court for resolution.

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

6.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

6.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

6.8 Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of each of the Parties.

6.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

6.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

6.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information, shall survive the execution of this Agreement.

6.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

6.13 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

6.14 Use and Return of PAGA Member Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152 in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of PAGA Members' records and information received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of PAGA Members' records and information.

6.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
HAFFNER LAW PC
Joshua H. Haffner
Alfredo Torrijos
Vahan Mikayelyan
15260 Ventura Blvd., Suite 1520
Sherman Oaks, California 91403

To Defendant:
THOMPSON COBURN LLP
Michael S. Kun
Kevin D. Sullivan
10100 Santa Monica Boulevard, Suite 500
Los Angeles, CA 90067

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

6.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, pursuant to Code of Civil Procedure section 583.330, to extend the date to bring the Action to trial under Code of Civil Procedure section 583.310 for the period of this settlement process starting from April 30, 2025 through the final determination of the Court on approval of the settlement of the Action, and if settlement is approved by the Court, then the extension is throughout the remainder and finalization of the settlement fund disbursement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the date set forth below:

Dated: November 17, 2025 ______________________________
CYNTHIA WOOD

MAXIM HEALTHCARE STAFFING SERVICES, INC.

Dated: November ___, 2025 ______________________________

By: ______________________________

Title: ______________________________

Approved as to form and content:

HAFFNER LAW PC

Dated: November 17, 2025 By: ______________________________
Joshua H. Haffner
Alfredo Torrijos
Vahan Mikayelyan
Attorneys for Plaintiff
CYNTHIA WOOD

THOMPSON COBURN LLP

Dated: November ___, 2025 By: ______________________________
Michael S. Kun
Kevin D. Sullivan
Attorneys for Defendant
MAXIM HEALTHCARE STAFFING SERVICES, INC. (n/k/a Amergis Healthcare Staffing, Inc.)

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the date set forth below:

Dated: December ___, 2025

____
CYNTHIA WOOD

MAXIM HEALTHCARE STAFFING SERVICES, INC.
(n/k/a Amergis Healthcare Staffing, Inc.)

Dated: December 5, 2025

Signed by:
Sarah Sherman
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By: Sarah Sherman

Title: Deputy General Counsel, Employment

Approved as to form and content:

HAFFNER LAW PC

Dated: December ___, 2025

By: ______________________________
Joshua H. Haffner
Alfredo Torrijos
Vahan Mikayelyan
Attorneys for Plaintiff
CYNTHIA WOOD

THOMPSON COBURN LLP

Dated: December 1, 2025

By: ______________________________
Michael S. Kun
Kevin D. Sullivan
Attorneys for Defendant
MAXIM HEALTHCARE STAFFING SERVICES, INC. (n/k/a Amergis Healthcare Staffing, Inc.)