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Attorneys for Plaintiff Cynthia Wood and all others Similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

CYNTHIA WOOD, an individual; on behalf of himself and all others similarly situated,

Plaintiff,

v.

MAXIM HEALTHCARE STAFFING, INC.; and DOES 1 through 10, inclusive,

Defendants.

Case No.: STK-CV-UOE-2022-0006312

[*Assigned for all purposes to the Hon. Barbara A. Kronlund, Dept. 10D*]

DECLARATION OF JOSHUA H. HAFFNER IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND FOR AWARD OF ATTORNEYS' FEES AND COSTS

[*Filed concurrently with the motion for approval of private attorneys general act settlement and for award of attorneys' fees and costs; Declaration of Cynthia Wood; [Proposed] Order*]

Hearing Dates:
February 5, 6, 10, 11 or 12 of 2026
Hearing Time:
09:00 a.m.

Complaint Filed On: July 22, 2022

DECLARATION OF JOSHUA H. HAFFNER

I, Joshua H. Haffner, declare as follows:

1. I am an attorney licensed to practice in this Court, and counsel of record for Plaintiff and the representative class in the above captioned case. I have personal knowledge of the facts set forth herein. If called as a witness, I could and would competently testify thereto.

2. This declaration is submitted in support of Plaintiff Cynthia Wood's ("Plaintiff") Motion For Approval Of Private Attorneys General Act Settlement And For Award Of Attorneys' Fees And Costs.

3. Haffner Law PC is Class Counsel, representing Plaintiff and all others similarly situated in the above entitled action.

FACTUAL AND PROCEDURAL BACKGROUND

4. Defendant Maxim Healthcare Staffing, Inc. ("Defendant") is authorized to do business within the State of California and do business in the State of California, including but not limited to San Joaquin County. Plaintiff was employed by Maxim Healthcare Staffing Services, Inc. as a nurse, and assigned to work at San Joaquin General Hospital as a nonexempt hourly employee, performing services in California at the San Joaquin General Hospital. Based on information from Defendant, there were approximately 3,406 hourly, non-exempt employees who worked for Defendant in California during the Private Attorneys General Act ("PAGA") Period.

5. On May 9, 2022, Plaintiff Cynthia Wood submitted a Notice of Labor Code Violations Pursuant to Labor Code Section 2699.3 to Defendant and to the California Labor and Workforce Development Agency ("LWDA") to notify the LWDA pursuant to PAGA of Plaintiff's intent to seek civil penalties under PAGA for violations of the Labor Code.

6. On July 22, 2022, Plaintiff filed her initial Complaint in this Action alleging a single cause of action for Civil Penalties Pursuant to PAGA for the following claims against Defendant: (1) failure to pay Plaintiff and class members for overtime at their regular rate of pay, (2) failure to provide meal and rest breaks and associated labor violations. As set forth herein, Defendant operates a national healthcare professional staffing company, and has a policy of

failing to pay overtime based on all nondiscretionary income Plaintiff and class members received. Plaintiff worked for Defendant in California as a nurse, and did not receive overtime pay at the legal rate, and did not receive lawful meal and rest breaks (the "Action").

7. Pursuant Plaintiff's allegations in the complaint Plaintiff and other employees are not being paid their regular rate of pay for overtime by Defendant. Plaintiff and the other employees receive nondiscretionary compensation for: (1) working more shifts than they are contracted for; and (2) for housing. Defendant fails to account for this nondiscretionary compensation in Plaintiff and the representative group of employees' regular rate of pay.

8. Representative group of employees contract with Defendant to work a certain number of shifts per week. Plaintiff contracted with Defendant to work three (3) shifts per week. Plaintiff and the aggrieved employees receive nondiscretionary bonuses, in addition to their regular pay, for, among other things, working extra shifts. Plaintiff's extra shift bonus was $400 for each additional shift, in addition to regular pay. Defendant's other employees also had similar per extra shift bonuses. They also receive a housing benefit as part of their nondiscretionary employment compensation with Defendant. Defendant's pay policy, as stated in Defendant's Travel Assignment Agreement, with respect to the housing benefit, is that it paid for a "minimum number of weekly work hours." The housing stipend was contingent upon class members working their minimum required number of hours each week, and if Defendant's employees failed to work their minimum number of weekly required hours, the housing benefit is clawed back through a "housing charge back."

9. Defendant fails to calculate Plaintiff's and aggrieved employees' nondiscretionary compensation, including for working extra shifts and/or for housing, in Plaintiff's and aggrieved employees' regular rate of pay when calculating overtime.

10. At all times, Defendant denied the allegations and contended that: they properly paid overtime wages, they properly provided all necessary meal and rest breaks and/or paid appropriate meal and rest period premiums, they provided employees with itemized statements in compliance with the Labor Code, and that they promptly paid all wages due and owing upon

separation of employment.

11. On June 15, 2022, the U.S. Supreme Court issued its decision in *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S.__ [142 S.Ct. 1906] (Viking River),, holding that the employer "was entitled to enforce the [arbitration agreement at issue] insofar as it mandated arbitration of [plaintiff's] individual PAGA claim," and that the trial court should have compelled individual arbitration and dismissed the employee's non-individual PAGA claims for lack of statutory standing. *Id.* at 1925. On August 1, 2022, after *Viking River*, the California Supreme Court granted review in *Adolph*, and on August 1, 2022, the Court issued an order identifying the issue to be briefed and argued.

12. Given the issue identified above, the Parties agreed that the California Supreme Court's decision in *Adolph* would materially impact the disposition of Plaintiff's non-individual PAGA claims. On September 15, 2022, the Parties stipulated to a stay of this action until after *Adolph* was decided. On September 15, 2022, the Court stayed this action pursuant to the Parties' stipulation pending the California Supreme Court's decision in *Adolph*.

13. On July 17, 2023, the California Supreme Court published its opinion in Adolph wherein the Court held that a PAGA plaintiff does not lose standing to pursue a non-individual claim when his or her individual claim is compelled to arbitration. On August 17, 2023 the California Supreme Court issued the remittitur in *Adolph*, after which, on October 10, 2023 the Parties stipulated and request that the Court enter an Order. The stipulation was granted on October 30, 2023, setting a case management conference for November 28, 2023.

14. After the stay was lifted, the Parties organized early mediation with Kevin T. Barnes for May 23, 2024 in an attempt to resolve the Action but the session was not successful. The Parties engaged in extensive discussions in an attempt to reach a settlement of Plaintiff's PAGA claims at issue in this Action. Following mediation on May 23, 2024 with Kevin T. Barnes, a well-respected mediator of wage and hour class actions, the Parties were able to reach a settlement in principle after accepting the mediator offer of settlement from April 30, 2024. In preparation for these negotiations, the Parties exchanged various documents and information that

allowed both sides to evaluate the potential exposure and potential risk, as well as information about the number of pay periods and the number of individuals in the PAGA group. The Parties were able to subsequently execute a long-form settlement agreement and finalize it on December 5, 2025.

15. The subsequent settlement efforts followed after substantial briefing on different motions and extensive written discovery. Specifically, Plaintiff successfully opposed Defendant's Motion for Judgment on the Pleadings, Motion for Bifurcation and two motions *in limine*. The Court denied Defendant's Motion for Judgment on the Pleadings and Motion for Bifurcation on January 28, 2025. The motions *in limine* were decided on February 18, 2025. On top of this, the Parties have participated in several case management conferences during the Action.

16. After the unsuccessful mediation on May 23, 2024, the Parties engaged in significant formal written discovery, specifically form interrogatories, employment form interrogatories, special interrogatories, requests for production of documents.

17. The Parties have undertaken reasonable investigation of the facts and law during the pendency of this action. Plaintiff's Counsel diligently conducted and pursued an investigation of the PAGA claims against Defendant, including research of the applicable law and the potential defenses and review of relevant documents. Plaintiffs obtained directly relevant data including Defendant's written policies related to the claims at issue in the Operative Complaint and Plaintiff's personnel files.

18. Plaintiff and Plaintiff's Counsel have concluded—after considering the sharply disputed factual and legal issues involved on the PAGA claims, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the action as set forth in the agreement—that settlement was in the best interest of the representative Plaintiffs, the LWDA, and the aggrieved employees and is fair and reasonable and furthers the purpose of the PAGA to enforce the Labor Code.

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THE SETTLEMENT IS FAIR, JUST AND REASONABLE

19. The settlement negotiations have been at all times adversarial and non-collusive in nature. Indeed, continued good faith but occasionally contentious negotiations were required over several months to ultimately reach a fully-executed settlement agreement. While Plaintiffs believe in the merits of the case, they also recognize the inherent risks of litigation and understands the benefit of settlement and providing funds immediately as opposed to delaying payment or risking an unfavorable decision on summary adjudication/judgment, at trial and/or the damages awarded, and/or appeal all of which have potential to eliminate any relief.

20. Based on the informal discovery produced by Defendant, during the period from May 9, 2022, through June 29, 2025, Defendant employed approximately 3,406 Aggrieved Employees over the course of approximately 76,321 work weeks. Based on the data, the realistic exposure for the PAGA claims amounted to approximately $3,816,050, assuming that the Court assessed a maximum penalty of $50 per pay period with a proven violation as in *Amaral* (76,321 pay periods X $50 per pay period = $3,816,050.00).

21. With regard to Plaintiff's wage claims, Defendant would likely contend that they properly paid Aggrieved Employees for all overtime, meal period and rest periods. Defendant would argue on the grounds that the Labor Code statutes upon which Plaintiff seeks relief do not apply to Plaintiff because she was directly employed by a public entity – San Joaquin General Hospital. Specifically, the statutes under which Plaintiff brings her PAGA claims for failure to (i) timely pay all wages purportedly due during employment, (ii) pay overtime compensation purportedly due, (iii) provide compliant meal periods, (iv) provide compliant rest periods, and (v) provide accurate wage statements are not applicable to individuals directly employed by public entities.

22. Defendant would further contend that Plaintiffs' wage statement claims were wholly derivative of the Plaintiffs' primary claims, as explained above, and would fail for the same reasons.

23. Applying further significant discounts for the risks associated with the action

(including but not limited to, the risk that the Court exercises its discretion to lower the penalties awarded and the risk of losing at trial), this settlement for $1,500,000.00 is well within a reasonable range.

24. The proposed Settlement, even with deductions, provides a substantial sum to the Aggrieved Employees. The Settlement secured by Plaintiff here is greater than other PAGA penalty awards approved by California state courts, which often range between $7,500.00 and $15,000.00 for PAGA claims impacting hundreds or thousands of individuals, resulting in much lower PAGA penalty payments on a per capita basis. *See, e.g., Penaloza v. PPG Industries Inc*., Case No. BC471369, 2013 WL 2917624 at *2 (Super. Ct. L.A. County, May 20, 2013) (approving PAGA penalties of $5,000.00 to class of 667 members); *Cabrera v. Advantage Sale & Marketing, LLC*, Case No. BC485259, 2013 WL 1182822 (Super. Ct. L.A. County, March 12, 2013) (approving PAGA penalties of $10,000.00 for class of approximately 3,000 members).

25. Defendant could argue that even if Plaintiffs were able to establish any violation of the Labor Code, the PAGA penalties assessed for these violations will be computed at the $50 per pay period rate, as opposed to the $100 per pay period rate at maximum, and there is a possibility that a further reduction of the penalty to $5 per pay period as approved in *Carrington* could apply given Defendant's alleged compliance with the Labor Code as discussed above.

26. Plaintiffs understood Defendant's position to be, using the most recent court of appeal decision on the topic of evaluating the value of a PAGA claim (*Carrington v. Starbucks, supra*) (i.e. at $5.00 per pay period X 76,321 pay periods at issue), that it is likely Defendant's maximum exposure on the minimum and overtime wage claims could not exceed **$381,605.00**. Defendant could argue that this Court would use the *Carrington* valuation as a ceiling for assessing PAGA penalties on the remaining primary and derivative claims as well and that this amount (i.e., $381,605.00) was its true "worst case scenario" exposure for **all** claims. As such, the settlement amount of $1,500,000.00 is approximately 39.3% of the realistic exposure scenario of $3,816,050.00 (assuming $50 per pay period) and exceeds the

"worst case scenario" exposure by approximately a factor of 4.

27. Public policy strongly favors the settlement of litigation. *Consumer Advocacy Group v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 63. Because the proposed Settlement is neither unjust nor ignores the public interest, it should be approved.

28. If Plaintiffs continued litigating this matter, the Plaintiffs, LWDA, and employees potentially could have received nothing if the Court had agreed with Defendant's position especially in light of the volatility of this area of law and the aforementioned defenses. The settlement is reasonable in light of the risks involved in this case—including the prospect of a potential adverse summary adjudication ruling, defenses to the case, potential appeal, and potential costs which could be forced on our client if Plaintiffs were not successful.

29. Plaintiffs' Counsel is convinced that the proposed settlement is fair based on the negotiations and a detailed knowledge of the issues present in this action. The length and risks associated with a motion for summary adjudication, trial, and other normal perils of litigation have impacted the value of the claims and were all weighed in reaching the proposed settlement. In light of the above, the proposed Settlement is well within the range of reasonableness and should be granted approval. Plaintiffs believe that in providing employees with relief and obtaining penalties for the LWDA, this settlement furthers the purpose of PAGA to enforce compliance with the Labor Code and should be approved.

30. Accordingly, the gross PAGA penalty payment is highly reasonable in light of the risks and uncertainties associated with the PAGA claims in this case. Additionally, the length and risks associated with a motion for summary adjudication, trial, and other normal perils of litigation have impacted the value of the claims and were all weighed in reaching the proposed settlement. The Settlement commits Defendant to pay a sum large enough to punish Defendant for alleged violations and to deter such alleged conduct in the future. At the same time, in light of the alleged violations and defenses thereto, it is not so large as to be unjust, oppressive or confiscatory. Based upon the foregoing, the proposed settlement is fair, reasonable, and in the best interest of the state of California and the Aggrieved Employees and should be granted

approval.

EXPERIENCE OF COUNSEL

31. Haffner Law PC focuses on representing plaintiffs and a large part of our practice centers on prosecuting class action and collective action lawsuits in the fields of consumer fraud, employment, privacy, insurance, banking, and antitrust. The attorneys at Haffner Law collectively have been involved in the representation of plaintiffs in more than 150 different class action and collective action cases and have been appointed as counsel in numerous state and federal courts.

32. I and my supervising attorney, Alfredo Torrijos, have an extensive background in all aspects of class and collective action litigation – including the trial of certified class actions. Representing employees in class and collective actions constitutes a significant part of Haffner Law' practice. Accordingly, I and Mr. Torrijos, and Haffner Law are qualified to represent the interests of the Plaintiff and the aggrieved employees in the instant action. Further, I believe that Haffner Law has vigorously, adequately and fairly represented the interests of the aggrieved employees and LDWA and remains committed to continuing to vigorously, adequately and fairly representing their interests.

33. Class actions where I have acted as class counsel are:

i. *Washington v. Key Health Medical Solutions*, Los Angeles Superior Court Case No. BC358270, class action for unfair business practice against a medical lien provider;

ii. *Rosario v. JAL Passenger Services America, Inc.*, Los Angeles Superior Court Case No. BC380345, a wage and hour class action;

iii. *Estrada v. Harbor Express*, Los Angeles Superior Court Case No. BC508808, a wage and hour action on behalf of truck drivers;

iv. *Kirk v. First American*, Los Angeles Superior Court Case No. BC329482, unfair business practices class action against a title insurance company;

v. *Mendoza v. Pacer*, USDC, Southern District of California, Case No. Case No 13-cv-2344-LAB (JMA), a wage and hour action on behalf of truck drivers;

vi. *Constabileo v. MBK Builders, Inc.*, Orange County Case No. 30-2013-00649426, a construction defect class action;

vii. *Jackson v. Travelers Commercial Ins. Co.*, Los Angeles Superior Court Case No. BC639944, an insurance bad faith class action for inclusion of an unlawful wildfire smoke sublimit in homeowner policies;

viii. *Leitzbach v. Atlas Van Lines, Inc.*, Central District of California Case No. 2:16-cv-08790-GW-E, a trucker misclassification class action;

ix. *Ibarra v. Wells Fargo* Action, United States District Court, Central District of California, Case No. CV-17-04344-PA (ASx), a class action for California mortgage loan officers for failure to pay rest breaks. It resulted in a judgment for over $97 million;

x. *Kang v. Wells Fargo Bank, N.A.*, United States District Court, Northern District of California, Case No. 5:17-cv-06220 -BLF, a class action for California mortgage loan officers for failure to pay minimum wage and vacation time. *Kang* was consolidated with *Ibarra*;

xi. *Moreno v. JCT Logistics, Inc.*, United States District Court, Central District of California, Case No. 5:17-cv-02489-JGB-KK, a wage and hour action on behalf of truck drivers;

xii. *Rodriguez v. Marshalls,* United States District Court, central District of California, Case No. 2:19-cv-03618 MWF, a California wage and hour class action;

xiii. *Frias v. Farmers Group, Inc., et al,* Los Angeles Superior Court Case No. BC638626, an insurance bad faith class action for inclusion of an unlawful wildfire smoke sublimit in homeowner policies;

xiv. *Flannagan, et.al v. Bank of America Corp. et al.,* New York Supreme Court, County of Suffolk, Case No. 613647/2018, a class action for mortgage loan officers for failure to wages. This action settled several related class actions, including *Fernandez, et al. v. Bank of America, NA* (C.D. Cal. Case No. 2:17-cv-06104-MWF-JC);

xv. *McCraine v. Virgin Galactic, LLC,* Kings County Superior Court, Case No. 19C0125, a wage and hour class action for employees at a spaceflight facility in Mojave, California;

xvi. *Johnson v. US Bank National Association,* United States District Court, Southern District of California, Case No. 19-CV-286 JLS (LL), a class action for mortgage loan officers for failure to wages. This action settled several related class actions, including *Loud v. US Bank National Association,* United States District Court, Central District of California, Case No. 8:18-cv-01235-DOC-DFM;

xvii. *Boyd v. Bank of America, N.A.* United States District Court, Western District of Washington, Case No. 2:18-cv-01207-TSZ, a class action for mortgage loan officers for wage and hour violations;

xviii. *Hallman v.Wells Fargo Bank, N.A.,* United States District Court, Western District of Washington, Case No. C18-1190JLR, a Washington class action for mortgage loan officers for failure to pay minimum wage and vacation time;

xix. *Posada v. Progressive Transportation Services*, Los Angeles Superior Court Case No. BC697554, a wage and hour trucker action on behalf of truck drivers;

xx. *Castro v. Osterkamp Trucking Inc.*, Los Angeles Superior Court Case No. BC669582, a wage and hour and trucker misclassification class action on behalf of truck drivers;

xxi. *Lanuza v. California Automobile Insurance Company,* Los Angeles Superior Court Case No. 18STCV05007, an insurance bad faith class action for inclusion of an unlawful wildfire smoke sublimit in homeowner policies;

xxii. *Spencer v. Wells Fargo Bank, N.A.*, Riverside Superior Court Case No. CVRI2105323, a class action for mortgage loan officers for wage and hour violations;

xxiii. *Gentilcore v. Bank of America, N.A.,* Kern Superior Court Case No. BCV21-100770 a class action for mortgage loan officers for wage and hour violations;

xxiv. *Susana Rivas v. Bank of America, N.A.*, Alameda County Superior Court Case No. HG21110153, a class action for business expense reimbursement;

xxv. *Juan Milan Martinez v. Harbor Express, Inc.,* Los Angeles County Superior Court, Case No. 22STCV12159, wage and hour and trucker misclassification class action on behalf of truck drivers.

xxvi. *Harkey Kirk v. CDPH,* Sacramento County Superior Court, Case No. 34-2019-00260616, class action for disclosure of private medical information.

xxvii. *Barry Broome v. CRST,* Case No. 2:19-cv-01917-MHH, Unite States District Court For The Northern District Of Alabama, wage and hour and trucker misclassification collective action under the FLSA on behalf of truck drivers.

BIOGRAPHIES OF ATTORNEYS

34. In support of the hourly rates used to calculate the lodestar amounts set forth in this declaration, below, I set forth the biographies of the principal attorneys who worked on this matter.

Joshua H. Haffner (Principal).

35. I am the founder of Haffner Law PC. I received my law degree cum laude from University of California, San Francisco School of Law (formerly Hastings College of the Law). I have been practicing law in California since 1997. I am also admitted to practice law in the State of New York in 1998, the State of Washington in 2018, and have been admitted to practice in multiple federal district and appellate courts over the years. I have been practicing complex civil litigation, including class actions, for approximately 28 years in California. I extensive experience handling class actions.

36. I was lead class counsel in the *Ibarra v. Wells Fargo Bank Action*, an action involving mortgage loan officers, that resulted in a $97 million judgment, and a Ninth Circuit decision, interpreting an important legal issue relating Labor Code section 226.7, and how rest breaks are paid for employees who work on commission. I have acted as class counsel in numerous other matters. I was nominated for CAOC Trial Lawyer of the Year in 2012.

37. I have experience litigating other class actions through trial. The *Kirk v. First American* class action against a title company for overcharging for services was tried in Los Angeles Superior Court in late 2013 and early 2014. I was one of the lead counsels for the Class present during the trial. The case resulted in a verdict for the Plaintiff Class.

Alfredo Torrijos (Supervising Attorney).

38. Mr. Torrijos is a Supervising Attorney with Haffner Law PC.

39. Mr. Torrijos has an extensive background in all aspects of class action litigation – including the trial of certified class actions. Mr. Torrijos has been appointed to leadership positions in numerous class or mass actions, including most recently: (i) appointed as Plaintiffs Co-Liaison Counsel in a consolidated mass action of over 750 plaintiffs who were sexually abused, harassed, and molested by Dr. George Tyndall while they were seeking medical treatment at USC's Student Health Center (*Doe v. George Tyndall*, Los Angeles Superior Court Lead Case No. BC705677); and (ii) appointed to the Executive Committee in the consolidated class actions regarding the UCLA Health Systems data breach (*Adlouni v. UCLA Health*

Systems Auxiliary, Los Angeles Superior Court Lead Case No. BC589243).

40. Mr. Torrijos has been appointed as class counsel and has successfully prosecuted and obtained significant recoveries in numerous class action and "mass action" lawsuits. Some of those recoveries include:

– $32.5 million recovery on behalf of a class on consumers for the inadequate disclosure of certain fee, misrepresentation regarding those fees and failure to use fee as promised; *McKnight v. Uber Technologies, Inc.* (U.S. District Court, Northern District of California).

– $14.5 million recovery on behalf of a class of approximately 579 individuals and entities alleging that defendants engaged in an illegal price fixing conspiracy with various chain stores by setting the price at which class members were required to sell baked goods to those stores; *Kaewsawang v. Sara Lee Fresh, Inc.* (Los Angeles Superior Court).

– $5 million judgment following trial on behalf of certified class of consumers against tow company for unauthorized and illegal charges; *First Service Credit Union v. United Road Towing* (Eighth Judicial District for Clark County, Nevada).

– $4.1 million recovery on behalf of class alleging that certain Honda vehicles were equipped with a defective side airbag system which inadvertently deploy while the vehicle is being driven under normal condition; *Gutierrez v. Honda North America, Inc.* (U.S. District Court, Central District of California).

– $2.5 million recovery following settlement of class action lawsuit alleging that Panther violated "Contractor Operating Agreements" by failing to pay the fuel-surcharge that Panther promised when it initially offered a load to individuals and companies who leased equipment and provided their services to Panther; *Eubanks v. Panther II Transportation* (U.S. District Court, Northern District of Ohio).

– $2.45 million recovery following settlement of class action lawsuit alleging defective lawn crypt system; *Leathermon v. Grandview Memorial Gardens, Inc.* (U.S. District Court, Southern District of Indiana).

– Settlement requiring the City of Los Angeles to spend more than $1.367 billion over 30 years to make public sidewalks and curbs located in the City accessible to persons with mobility disabilities; *Carter v. City of Los Angeles* (Los Angeles

Superior Court).

41. Mr. Torrijos has significant experience in technology-related litigation, intellectual property law, and class actions. He has litigated class actions through trial and appeal and has successfully represented consumers in class actions against some of the biggest technology and insurance companies in the country, including Google, Yahoo!, CitySearch, Network Solutions, Nationwide Insurance, Progressive, and State Farm. In addition to his class action and commercial litigation experience, Mr. Torrijos also maintains a strong appellate practice, having written and argued dozens of appellate briefs, many of which resulted in reversals of the trial court. Among the opinions he has helped publish are *Cordova v. 21st Century Ins. Co.*, 129 Cal.App.4th 89 (2005); *Johnson v. GlaxoSmithKline, Inc.*, 166 Cal.App.4th 1497 (2008); *Hughes v. Progressive Direct Insurance Company*, 196 Cal.App.4th 754 (2011) (petition for review granted on Sept. 28, 2011 and review dismissed on Sept. 11, 2013); *Johnson v. Wal-Mart Stores, Inc.*, 544 F. App'x 696, 698 (9th Cir. 2013); and *Safeway, Inc. v. Superior Court of Los Angeles*, 238 Cal.App.4th 1138 (2015) (review denied Oct. 21, 2015).

42. Mr. Torrijos received his Juris Doctor degree from Stanford Law School in 2001 and graduated *summa cum laude* from California State University, Northridge, where he received a Bachelor of Science degree in business administration with an emphasis in finance. Prior to attending law school, Mr. Torrijos worked for Litton Industries as a staff accountant in the company's corporate financial consolidations and reporting department. He was subsequently promoted and placed in charge of designing, programming and implementing the transition of the company's financial consolidation system from a legacy mainframe platform to a client/server system. Following law school, Mr. Torrijos worked as a Management Consultant at The Boston Consulting Group (BCG), where he focused on the telecommunications, pharmaceutical, utilities and consumer sectors and on projects involving strategy development, organization/change management and cost management.

43. Mr. Torrijos has spoken extensively on class action topics, including: *Gathering and Developing Discovery to Defeat MSJ and Prevail at Trial* (July 14, 2020, American

Association for Justice Annual Convention); *Handling Individual Wage & Hour Cases as Mass Actions* (November 16, 2019, Consumer Attorneys of California Annual Convention); *Structuring Class Settlements to Obtain Court Approval* (October 9, 2018, Stafford Publications); *Handling Individual Wage & Hour Cases* (August 30, 2018, CAALA Las Vegas Convention); *Dealing with Professional Objectors* (June 11, 2018, Consumer Attorneys of California 12th Annual Class Action and Mass Torts Seminar); *Structuring Class Settlements to Obtain Court Approval* (September 20, 2017, Stafford Publications); *Class Actions in the Age of Big Data* (November 15, 2014, 2014, Consumer Attorneys of California Annual Convention); *Class Action Settlements: Rule 68 Offers of Judgment and Other Strategic Tools* (April 11, 2014, Bridgeport Continuing Education 2014 Class Action Conference); *Getting Your Settlement Approved* (September 2014, JAMS Class Action Seminar); *The Changing Standards of Class Certification* (January 10, 2014, Bridgeport Continuing Education Consumer Class Action Conference); *Class Actions: Recent Developments* (January 2014, myLawCLE); *CAFA Removal and Remand: Latest Developments* (March 29, 2011, Stafford Publications); and *Is it better to file a nationwide class action or state-only class action?* (January 28, 2010, Consumer Attorneys of California 4th Annual Class Action Seminar).

44. Mr. Torrijos has also co-authored numerous articles concerning class action law, including: *Notice 2.0: How Technology is Changing Class Action Notice Procedures* (January 2011, Westlaw Journal); *The Internet, Indispensable for Providing Class Action Notice* (August 16, 2010, Los Angeles Daily Journal); *The Rise of "Professional Objectors" in the Class Action Settlements* (July 8, 2010, Los Angeles Daily Journal); and *The End of Consumer Class Action Arbitrations* (May 14, 2010, Los Angeles Daily Journal).

45. In 2021, Mr. Torrijos was named a CAOC Trial Lawyer of the Year for his work in representing plaintiffs in the University of Southern California/Dr. George Tyndall litigation who were sexually abused and assaulted by the disgraced USC OB/GYN. The case was ultimately resolved through a historic $852 million settlement, the largest known settlement in a sexual abuse case in U.S. history, as well as the largest-known personal injury settlement

against a university.

Vahan Mikayelyan (Associate Attorney).

46. Vahan Mikayelyan is an associate attorney at Haffner Law and joined the firm in 2021. His practice primarily involves employment law class action litigation, namely wage-and-hour class actions and PAGA litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work, and related employer violations under the Fair Labor Standards Act and California Labor Code. Other than employment class action, he handles insurance bad faith litigation and complex personal injury litigation, including but not limited to wrongful death and premises liability. Mikayelyan has acted as class counsel in:

– *Castro v. Osterkamp Trucking Inc.*, Los Angeles Superior Court Case No. BC669582, a wage and hour and trucker misclassification class action on behalf of truck drivers;
– *Lanuza v. California Automobile Insurance Company*, Los Angeles Superior Court Case No. 18STCV05007, an insurance bad faith class action for inclusion of an unlawful wildfire smoke sub-limit in homeowner policies;
– *Spencer v. Wells Fargo Bank, N.A.*, Riverside Superior Court Case No. CVRI2105323, a class action for mortgage loan officers for wage and hour violations;
– *Gentilcore v. Bank of America, N.A.*, Kern Superior Court Case No. BCV21-100770 a class action for mortgage loan officers for wage and hour violations;
– *Susana Rivas v. Bank of America, N.A.*, Alameda County Superior Court Case No. HG21110153, a class action for business expense reimbursement;
– *Juan Milan Martinez v. Harbor Express, Inc., Los* Angeles County Superior Court, Case No. 22STCV12159, currently pending wage and hour and trucker misclassification class action on behalf of truck drivers.
– *Harkey Kirk v. CDPH*, Sacramento County Superior Court, Case No. 34-2019-00260616, class action for disclosure of private medical information.
– *Barry Broome v. CRST,* Case No. 2:19-cv-01917-MHH, Unite States District Court For The Northern District Of Alabama, wage and hour and trucker misclassification collective action under the FLSA on behalf of truck drivers.

TIMEKEEPING AND CALCULATION OF LODESTAR

47. As of January 8, 2026, the Class Counsel's attorneys have devoted a total 354.3 hours of time to the prosecution of this action. At their reasonable and regular hourly rates this represents a lodestar of $223,475– calculated as follows:

Attorney	Year of Bar Admission	Years of Practice[1]	Billing Rate	Hours	Lodestar
Joshua H. Haffner	1997	28	$ 900	76.7	$ 69,030
Alfredo Torrijos	2002	22	$ 850	85.8	$ 72,930
Vahan Mikayelyan	2021	4	$ 425	191.8	$ 81,515
			Total:	**354.3**	**$ 223,475**

48. My lodestar and the lodestar of my current employees (Alfredo Torrijos and Vahan Mikayelyan) are calculated using my firm's current billing rates.

49. The above table was prepared from time records that are regularly inputted by the attorneys at my firm and are maintained electronically. Either my supervising attorney, Alfredo Torrijos, or I have reviewed these time records in order to confirm their accuracy.

50. The practice of both myself and the attorneys at Haffner Law is to record time in tenth-of-an-hour increments and to do so as contemporaneously as possible. This method of recording time is more accurate than recording time by quarter-hour increments, which tends to inflate the amount of time billed for short telephone conferences and other small, discrete tasks.

51. The procedures and systems employed by Haffner Law are not designed to ensure that all time spent on a case is recorded. As a result, the amount of time stated on our time records is conservative and necessarily understates the amount of time devoted to prosecuting this case. Additionally, when recording my time, I did not include many tasks and activities, and we do not seek compensation for these. For example, my records for work in this case do not include many telephone conversations, meetings, and supervisory activities that I undertook in the prosecution of this action, but did not record.

52. In exercising billing judgment, either I or Mr. Torrijos reviewed and revised the billing records on an entry-by-entry basis to eliminate inefficiencies and other billing entries that we believe should not be claimed. To the extent that particular time entries reflect unproductive or duplicative hours, we have not requested fees based on them.

53. In my experience, the number of hours devoted to this case is well within the range of hours that reasonably would be expected under the circumstances based on the length of litigation, the amount of investigation required relative to the issues presented in this action, and the difficulties in obtaining discovery. This case required extensive litigation over a nearly a six year period, involving substantial investigation, discovery disputes, and complex legal challenges.

54. The hours (and resulting lodestar) reported here are, as noted above, current as of July 14, 2025. Accordingly, these hours do not include the additional time that Haffner Law PC will necessarily devote to prosecuting this action going forward. I expect that we will devote a substantial amount of additional attorney hours to this action going forward. In the near term, I and other attorneys assigned to this case will incur additional hours in connection with preparing for and attending the approval hearing (if one is required by the Court), responding to collective member inquiries, obtaining collective member tax identification information as required under the Settlement Agreement, and working with and supervising the settlement administrator to distribute the settlement fund. Based on past experience, I believe that these tasks will add significant time to the work that has already been undertaken in this case. In addition, over the eight months following final approval, Haffner Law PC will be required to interact with the settlement administrator regarding inquiries from collective members and the distribution of settlement benefits and generally shepherding the settlement implementation. Haffner law PC does not intend to apply for reimbursement of additional fees, substantial as they may be, incurred after the approval of the settlement. However, for purposes of evaluating the reasonableness of the present fee request and in performing the lodestar cross-check, it is appropriate to consider that counsel will necessarily have to devote additional time to the

prosecution of this action beyond what is reflected in the lodestar figures outlined in this declaration.

EVIDENCE IN SUPPORT OF PREVAILING HOURLY RATES

55. The above hourly rates used to calculate lodestar for the work done in prosecuting this action are the reasonable and regular rates that are commensurate with the experience and expertise of each attorney who worked on this case.

56. These hourly rates are commensurate with the market rate for fees according to the Laffey Matrix, a court-approved and adopted survey of attorney hourly rates. Attached hereto as **Exhibit 3** is the current version of the Laffey Matrix (available at http://www.laffeymatrix.com/see.html.). California Courts have applied the Laffey Matrix with adjustments to the specific California locality where the Counsel's office is located based on "Locality Pay Tables." (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695-696 [affirming fee award based on Laffey Matrix with upward 9 percent rate adjustment from D.C. area compared to San Francisco Bay Area based on Locality Pay Tables]; *In re HPL Techs., Inc., Secs. Litig.* (N.D. Cal. April 22, 2005, No. C-02-3510 VRW) 365 F.Supp.2d 912, 921-922 [using Laffey Matrix with upward adjustment of 9 percent for San Francisco based on difference between D.C. Area 's +15.98 locality pay compared to San Francisco's +26.39 percent locality pay differential from the federal courts' "Judiciary Salary Plan Pay Tables."].) Here, Plaintiff's Counsel's offices are located in Los Angeles County. For 2025, the Locality Pay Tables (and Judiciary Salary Plan Pay Tables referred to in *In re HPL Techs., Inc.*), state a 36.47% locality payment for the Los Angeles-Long Beach, CA area. (**Exhibits 4** [2026 Locality Pay Tables for Los Angeles-Long Beach, CA available at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/26Tables/html/LA.aspx]; The 2024/2025 Laffey Matrix states the following relevant rates: $473 for attorneys 1 to 3 years out of law school, $581 for attorneys 4 to 7 years out of school, $839 for attorneys 8 to 10 years out of school, $948 for attorneys 11 to 19 years out of law school and $1,141 for attorneys 20 plus years out of law school.

57. I have personal knowledge of the hourly rates charged by other attorneys with comparable experience. Based on that information, I believe that our rates are fully consistent with the market rate for attorneys with comparable expertise, experience and qualifications. Based on the information I have, I further believe that our rates are reasonable and appropriate fees for Los Angeles attorneys with comparable expertise, experience, and qualifications.

58. Furthermore, the hourly rates requested here are comparable to the rates requested – and awarded – for work done by Class Counsel's attorneys in other class actions:

a. On September 22, 2025, the Honorable Madeline Hughes Haikala approved an attorney fee request in connection with a collective FLSA action settlement in *Broome v. CRST,* Case No. 2:19-cv-01917-MHH, Unite States District Court For The Northern District Of Alabama. The Court approved and applied the following rates for the lodestar cross-check, for work done between September 4, 2019 and July 14, 2025=:

- Joshua H. Haffer at $900.00/hr.
- Alfredo Torrijos at $850.00/hr.
- Vahan Mikayelyan at $425.00/hr.

Judge Madeline Hughes Haikala did not reduce the hourly rates for these attorneys or any of the attorney time submitted by my firm in the *Broome v. CRST* matter.

b. On April 3, 2025, the Honorable Lauri A. Damrell approved an attorney fee request in connection with a class action settlement in *Harkey Kirk v. CDPH*, Sacramento County Superior Court, Case No. 34-2019-00260616, class action for disclosure of private medical information. The Court approved and applied the following rates for the lodestar cross-check, for work done between February 19, 2019 and January 16, 2025:

- Joshua H. Haffer at $900.00/hr.
- Alfredo Torrijos at $850.00/hr.

- Vahan Mikayelyan at $375.00/hr.

Judge Lauri A. Damrell did not reduce the hourly rates for these attorneys or any of the attorney time submitted by my firm in the *Harkey Kirk v. CDPH* matter.

c. On September 9, 2024, the Honorable Lawrence P. Riff approved an attorney fee request in connection with a class action settlement in *Martinez v. Harbor Express, Inc.* (Los Angeles Superior Court - Case No. 22STCV12159) for work done between April 2022 and August of 2024, using the following hourly rates for the lodestar cross-check:

- Joshua H. Haffer at $900.00/hr.
- Alfredo Torrijos at $850.00/hr.
- Vahan Mikayelyan at $375.00/hr.

Judge Riff did not reduce the hourly rates for these attorneys or any of the attorney time submitted by my firm in the *Harbor Express* matter.

d. On May 21, 2024, Honorable Noel Wise approved an attorney fee request in connection with a class action settlement in *Susana Gomez Rivas v. Bank of America, N.A.* (Alameda Superior Court - Case No.: HG21110153) for work done between or work done between July of 2021 and April of 2024 at the following hourly rates:

- Joshua H. Haffner at $900.00/hr.
- Vahan Mikayelyan at $375.00/hr.

Judge Wise did not reduce the hourly rates for these attorneys or any of the attorney time submitted by my firm in the *Rivas* matter.

e. On August 22, 2023, Honorable Thomas S. Clark approved an attorney fee request in connection with a class action settlement in *Gentilcore et al. v. Bank of America, N.A.* (Kern Superior Court - Case No.: BCV21100770) for work done between or work done between April of 2021 and August of

2023 at the following hourly rates:

- Joshua H. Haffner at $900.00/hr.
- Vahan Mikayelyan at $325.00/hr.

Judge Clark did not reduce the hourly rates for these attorneys or any of the attorney time submitted by my firm in the Rivas matter.

59. The requested attorneys' fees are justified here due to the contingent nature of the representation, the risks involved, the complexity of the issues, the high quality of legal work performed, and the excellent results obtained. After initially calculating the combined lodestar, he Court may adjust the lodestar based on several factors in order to "fix a fee at the fair market value for the particular action." *Ketchum v. Moses* (2001) Cal.4th 1122, 1132; *Graham v. Daimler Chrysler Corp.* (2004) 34 Cal.4th 553, 574. These additional factors include the contingent risk of litigation, the novelty and complexity of the issues, and exceptional results obtained. *Ketchum*, 24 Cal.4th at 1132, *Serrano III*, 20 Cal.3d at 48.

60. Moreover, the case involved significant risks of non-payment of attorneys' fees and non-recovery of costs if the settlement was not granted approval, or if Plaintiffs did not prevail. California courts consider the risks counsel takes in litigating a case where they may not prevail on the merits in granting attorneys' fees awards. *See Graham v. Daimler Chrysler Corp.*, 34 Cal.4th 553, 583 (Cal. 2004). Thus, not only are Plaintiffs' Counsel's rates reasonable and typical, but the attorneys' fees requested are also fair and reasonable.

ATTORNEY'S COSTS

61. The settlement allows for a request of up to $8,000 in litigation costs. Class Counsel has actually expended $8,000.00 in costs in this case. All costs were reasonably incurred in prosecution of the lawsuit and paid on a contingency basis. A large portion of these costs were associated with filing fees for this case; the remainder was reasonably incurred in prosecution of the lawsuit, including mediation. Therefore, Class Counsel seeks the costs in the amount of $8,000.00 as reimbursement of such costs is appropriate and reasonable. Attached as **Exhibit 2** is a true and correct record of the costs incurred to date by Haffner Law PC.

62. Attached hereto as **Exhibit 1** is a true and correct copy of the PAGA Settlement Agreement And Release Of PAGA Claims (hereinafter "Settlement Agreement" or "Settlement") between Plaintiff and Defendant.

63. Attached hereto as **Exhibit 5** is a true and correct copy of Plaintiff's notice from January 8, 2026, regarding filed Settlement Agreement with the California Labor and Workforce Development ("LWDA").

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on this 8th day of January 2026, at Sherman Oaks, California.

By: *<u>/s/ Joshua H. Haffner</u>*
Joshua H. Haffner

EXHIBIT 1

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 Gross Settlement Amount. 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 Net Settlement Amount. 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.)

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.

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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.)

Signed by:
Dated: December 5, 2025 Sarah Sherman
7E4C1044951841D...
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.)

EXHIBIT 2

Wood v Maxin Healthcare
Case Cost Receivable by Case
All Dates

Date	Transaction Type	Num	Cleared	Account	Name	Memo/Description	Amount	Account Total
Reimbursed Expenses:Wood v Maxim Healthcare								**7,743.25**
05/12/2022	Expense			Reimbursed Expenses:Wood v Maxim Healthcare	DLSE PAGA		75.00	
05/20/2022	Expense		R	Reimbursed Expenses:Wood v Maxim Healthcare	US DISTRICT COURT CASACRAMENTO C		402.00	
06/14/2022	Purchase	12500	R	Reimbursed Expenses:Wood v Maxim Healthcare	Moe's Processing Serving		41.00	
07/23/2022	Expense		R	Reimbursed Expenses:Wood v Maxim Healthcare	ONELEGAL CCSALE042388009388815 C		582.18	
10/11/2023	Expense		R	Reimbursed Expenses:Wood v Maxim Healthcare		NCOURT-DP KENNESAW GA XXXX-XXXXXX-76007 - JOSHUA H HAFFNER	21.00	
01/26/2024	Purchase	13220	R	Reimbursed Expenses:Wood v Maxim Healthcare	Law offices of Kevin T Barnes	Mediation	6,250.00	
07/19/2024	Expense		R	Reimbursed Expenses:Wood v Maxim Healthcare	ONELEGAL CCSALE029228009388815 C	ONELEGAL CCSALEXXXXXXXX-XXX-8815 CA XXXX-XXXXXX-X6007	131.37	
07/19/2024	Expense		R	Reimbursed Expenses:Wood v Maxim Healthcare	ONELEGAL CCSALE029228009388815 C	ONELEGAL CCSALEXXXXXXXX-XXX-8815 CA XXXX-XXXXXX-X6007	131.37	
09/06/2024	Expense		R	Reimbursed Expenses:Wood v Maxim Healthcare		NCOURT-DP KENNESAW GA XXXX-XXXXXX-X6007	63.00	
09/09/2024	Expense		R	Reimbursed Expenses:Wood v Maxim Healthcare	ONELEGAL CCSALE029228009388815 C	ONELEGAL CCSALEXXXXXXXX-XXX-8815 CA XXXX-XXXXXX-X6007	46.33	
	Expense			Reimbursed Expenses:Wood v Maxim Healthcare		Additional Court filings	256.75	
						TOTAL	$8,000.00	

EXHIBIT 3

LAFFEY MATRIX

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406
6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389

6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 4

U.S. Office of Personnel Management

Salary Table 2026-LA

Incorporating the 1% General Schedule Increase and a Locality Payment of 36.47%

For the Locality Pay Area of Los Angeles-Long Beach, CA

Total Increase: 1%

Effective January 2026

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step
1	30820	31853	32878	33899	34921	35520	36534	37555	37597	38550
2	34654	35478	36627	37597	38018	39136	40253	41371	42489	43606
3	37813	39074	40335	41596	42857	44118	45379	46640	47901	49162
4	42446	43861	45277	46692	48107	49522	50937	52353	53768	55183
5	47490	49073	50656	52239	53822	55405	56989	58572	60155	61738
6	52938	54703	56467	58232	59996	61761	63525	65290	67055	68819
7	58827	60788	62749	64710	66671	68632	70593	72554	74515	76476
8	65148	67319	69491	71662	73833	76004	78175	80347	82518	84689

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step
9	71957	74356	76755	79154	81553	83952	86351	88751	91150	93549
10	79240	81881	84521	87162	89803	92443	95084	97725	100365	103006
11	87061	89964	92866	95769	98672	101575	104477	107380	110283	113185
12	104349	107828	111306	114785	118264	121742	125221	128699	132178	135657
13	124085	128222	132358	136495	140631	144767	148904	153040	157177	161313
14	146632	151520	156408	161297	166185	171073	175962	180850	185738	190627
15	172476	178226	183975	189725	195474	197200 *	197200 *	197200 *	197200 *	197200

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Related Information

- Locality Pay Area Definitions

EXHIBIT 5