Docusign Envelope ID: 83726531-7F7B-8EAC-8390-84DE0A2C1F36

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Monica Stewart ("Plaintiff") and defendant Maxim Healthcare Staffing Services, Inc. (n/k/a Amergis Healthcare Staffing, Inc., and referred to here as "Amergis"). The Agreement refers to Plaintiff and Amergis collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Amergis captioned *Stewart v. Maxim Healthcare Staffing Services, Inc.* initiated on April 12, 2024 and pending in the Los Angeles County Superior Court, Case No. 24STCV09231.

1.2 "Administrator" means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means a person currently or formerly employed by Amergis within the State of California and classified as a non-exempt employee at any time during the PAGA Period, but excluding those non-exempt employees who were classified as "travelers."[i]

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Amergis's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6 "Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7 "Amended PAGA Notice" means Plaintiff's counsel's October 2, 2026 letter to Amergis and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a) to supplement the facts and theories supporting the violations she alleges.

[i] PAGA claims on behalf of employees who were classified as "travelers" are covered by the settlement approved in *Wood v. Maxim Healthcare Staffing, Inc.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2022-0006312.

1.8 "Approval Order" means the Court's order granting approval of the Settlement.

1.9 "Court" means the Superior Court of California, County of Los Angeles.

1.10 "Defense Counsel" means Michael S. Kun and Kevin D. Sullivan of Thompson Coburn LLP.

1.11 "Effective Date" means 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.

1.12 "Gross Settlement Amount" means $4,500,000.00 which is the total amount Amergis agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the PAGA Representative Service Award Payment, and the Administration Expenses Payment. Except as explicitly stated herein, under no circumstances will any portion of the Gross Settlement Amount revert to Amergis.

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

1.14 "Judgment" means the judgment entered by the Court based upon the Approval Order.

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

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

1.17 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Award Payment, and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18 "PAGA Counsel" means Danny Yadidsion and Shelley K. Mack of Labor Law PC, the attorneys representing Plaintiff in the Action.

1.19 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.20 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Amergis for at least one day during the PAGA Period.

1.21 "PAGA Period" means the period from April 17, 2023 through the date of the Approval Order, unless Amergis exercises the option in Paragraph 4.1 to end the PAGA Period on a date so as not to exceed 982,335 pay periods to avoid increasing the Gross Settlement Amount.

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

1.23 "PAGA Notice" means Plaintiff's counsel's April 15, 2024 letter to Amergis and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.24 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

1.25 "Plaintiff" means Monica Stewart, the named plaintiff in the Action.

1.26 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.27 "Released Parties" means Maxim Healthcare Staffing Services, Inc. (n/k/a Amergis Healthcare Staffing, Inc.), Maxim Healthcare Services, Inc. , and any and all of their respective clients for whom Aggrieved Employees 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 Amergis, Maxim, and/or their respective clients for whom Aggrieved Employees performed work during the PAGA Period.

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

1.29 "Amergis" means named Defendant Maxim Healthcare Staffing Services, Inc. (n/k/a Amergis Healthcare Staffing, Inc.).

2. RECITALS.

2.1 On April 12, 2024, Plaintiff commenced this Action by filing a complaint alleging causes of action against Amergis and Maxim Healthcare Services, Inc. for failure to pay wages for all hours worked; failure to pay overtime wages; failure to provide meal periods; failure to provide rest periods; failure to reimburse business expenses; failure to furnish timely and accurate wage statements; failure to pay all compensation due upon discharge; and unfair, unlawful and/or fraudulent business practices. On June 21, 2024, Plaintiff filed a First Amended Complaint against Amergis and Maxim Healthcare Services, Inc. to add a cause of action for civil penalties under the PAGA based on the Labor Code violations alleged in the original complaint. On July 16, 2024, the Court dismissed Plaintiff's proposed class claims based on the class action waiver in the arbitration agreement between Plaintiff and Amergis, leaving Plaintiff's PAGA claim to proceed in court. The First Amended Complaint is the operative complaint in the Action the "Operative Complaint." Amergis denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Amergis and the LWDA by sending the original PAGA Notice on April 15, 2024. On October 2, 2026, Plaintiff submitted the Amended PAGA Notice to Amergis and the LWDA to supplement the facts and theories supporting the violations alleged in the Operative Complaint.

2.3 On May 6, 2026, the Parties participated in an all-day mediation presided over by Hon. Ronald M. Sabraw (Ret.). Judge Sabraw subsequently made a mediator's proposal to resolve the Action on a PAGA representative basis. On May 13, 2026, Plaintiff and Amergis both accepted the mediator's proposal, upon which this Agreement is based.

2.4 Before mediation, Plaintiff obtained, through formal and informal discovery, Amergis's policies that applied to the Aggrieved Employees, along with a representative sampling of the Aggrieved Employees' time and payroll records.

2.5 The Parties, PAGA Counsel and Defense Counsel represent they are aware of the following other pending matters or actions asserting claims that will be extinguished or affected by the Settlement:

- *Dennis v. Maxim Healthcare Staffing Services, Inc. et al.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2024-0003396
- *Reents v. Maxim Healthcare Services, Inc. et al.*, Alameda County Superior Court Case No. 24CV059506
- *Renfro v. Maxim Healthcare Staffing Services, Inc. et al.*, Los Angeles County Superior Court Case No. 25STCV07060
- *Duke et al. v. Amergis Healthcare Staffing, Inc.*, Sacramento County Superior Court Case No. 25CV011258

- *Trammel v. Maxim Healthcare Staffing Services, Inc. et al.*, San Bernardino County Superior Court Case No. CIVSB2521196
- *Johnson v. Amergis Healthcare Staffing, Inc.*, Sacramento County Superior Court Case No. 25CV015612
- *Bradford v. Amergis Healthcare Staffing, Inc.*, Sacramento County Superior Court Case No. 26CV010677
- *Browne v. Amergis Healthcare Staffing, Inc. et al.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2026-0001452
- *Starks v. Maxim Healthcare Staffing Services, Inc. et al.*, Los Angeles County Superior Court Case No. 26STCV07439
- *Barcenas v. Maxim Healthcare Staffing Services, Inc. et al.*, Los Angeles County Superior Court Case No. 26STCV19702
- *Freitas v. Amergis Healthcare Staffing, Inc. et al.*, Labor and Workforce Development Agency Case No. LWDA-CM-1187032-26

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Amergis promises to pay $4,500,000.00 and no more as the Gross Settlement Amount. Amergis has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Amergis.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%, which is currently estimated to be $1,575,000.00, and PAGA Counsel Litigation Expenses Payment of not more than $25,000.00. Amergis will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will seek Court approval of a PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees

Payment and the PAGA Counsel Litigation Expenses Payment and holds Amergis harmless, and indemnifies Amergis, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To Plaintiff: A PAGA Representative Service Award Payment of not more than $7,500.00, as consideration for Plaintiff's General Release and her services as a PAGA Representative. If the Court approves a PAGA Representative Service Award Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff arising from any claim to any portion of the PAGA Representative Service Award Payment. The Administrator will pay the PAGA Representative Service Award Payment using one or more IRS 1099 Forms. Plaintiff assumes full responsibility and liability for taxes owed on the PAGA Representative Service Award Payment and holds Amergis harmless, and indemnifies Amergis, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $100,000.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than $100,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $2,792,500.00 to be paid from the Gross Settlement Amount, with 75% ($2,094,375.00) allocated to the LWDA PAGA Payment and 25% ($698,125.00) allocated to Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($698,125.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records to date, Amergis estimates there are Aggrieved Employees who collectively worked a total of 913,800 pay

periods from April 17, 2023 through May 5, 2026. In the event the number of pay periods worked by Aggrieved Employees during the PAGA Period exceeds 982,335 (an increase of 7.5% over 913,800 pay periods), Amergis may either: (1) increase the Gross Settlement Amount by a pro-rata amount (Gross Settlement Amount divided by 913,800) for every pay period over 982,335; or (2) end the PAGA Period on a date so as not to exceed 982,335 pay periods to avoid increasing the Gross Settlement Amount.

4.2 Aggrieved Employee Data. Within 21 days after the Effective Date, Amergis will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. Amergis has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Amergis must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Amergis shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Amergis provides the Aggrieved Employee Data, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Service Award Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each 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. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re- mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee before the void date.

4.4.3 For any Aggrieved Employee 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 Aggrieved Employee.

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

5. RELEASES OF CLAIMS. Effective on the date when Amergis fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's General Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys (including PAGA Counsel), administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences arising out of her employment 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.

5.1.1 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.

5.2 Release by Plaintiff, the Aggrieved Employees, and the State of California:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts asserted in the PAGA Notice, the Amended PAGA Notice, and/or the Operative Complaint during the PAGA Period, including any claims for civil penalties arising from Amergis and/or Maxim's alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 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; (6) failing to provide compliant wage statements; (7) failing to maintain accurate time and pay records; (8) failing to reimburse for all business expenses purportedly incurred; and (9) failing to provide compliant paid sick leave (the "Released PAGA Claims").

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including: (i) a draft Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial and amended notices of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2));

(iv) a redlined version of the Agreement showing all modifications made to the Superior Court of Los Angeles County's Model Agreement; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they aware of the following other pending matters or actions asserting claims that will be extinguished or adversely affected by the Settlement:

- *Dennis v. Maxim Healthcare Staffing Services, Inc. et al.*, San Joaquin County Superior Court case no. STK-CV-UOE-2024-0003396;
- *Reents v. Maxim Healthcare Services, Inc. et al.*, Alameda County Superior Court Case No. 24CV059506;
- *Renfro v. Maxim Healthcare Staffing Services, Inc. et al.*, Los Angeles County Superior Court case no. 25STCV07060;
- *Duke et al. v. Amergis Healthcare Staffing, Inc.*, Sacramento County Superior Court case no. 25CV011258;
- *Trammel v. Maxim Healthcare Staffing Services, Inc. et al.*, San Bernardino County Superior Court case no. CIVSB2521196;
- *Johnson v. Amergis Healthcare Staffing, Inc.*, Sacramento County Superior Court case no. 25CV015612;
- *Bradford v. Amergis Healthcare Staffing, Inc.*, Sacramento County Superior Court case no. 26CV010677;
- *Browne v. Amergis Healthcare Staffing, Inc. et al.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2026-0001452;
- *Starks v. Maxim Healthcare Staffing Services, Inc. et al.*, Los Angeles County Superior Court case no. 26STCV07439;
- *Barcenas v. Maxim Healthcare Staffing Services, Inc. et al.*, Los Angeles County Superior Court case no. 26STCV19702; and
- *Freitas v. Amergis Healthcare Staffing, Inc. et al.*, Labor and Workforce Development Agency Case No. LWDA-CM-1187032-26.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work

together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, 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 the Administration Expenses Payment. 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.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 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.

7.4 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

8. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Award Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party, an intervenor, an objector, and/or the LWDA appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability. 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 Amergis that any of the allegations in the Operative Complaint, the PAGA Notice, or the Amended PAGA Notice have merit or that Amergis has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Amergis'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, Amergis reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Amergis's defenses. The Settlement, this Agreement and 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).

9.2 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.

9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Amergis, 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.

9.4 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 Settlement Agreement and 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 a mediator or the Court for resolution.

9.5 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.

9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Amergis 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 CFR Part 10, as amended) or otherwise.

9.7 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.

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

9.9 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.

9.10 Cooperation in Drafting. The Parties have cooperated in drafting and preparing 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.

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

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

9.13 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.

9.14 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.

9.15 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:

Danny Yadidsion
Shelley K. Mack
LABOR LAW PC
100 Wilshire Blvd., Suite 700
Santa Monica, California 90401
Telephone: (310) 494-6082
danny@laborlawpc.com
shelley.mack@laborlawpc.com

To Amergis:

THOMPSON COBURN LLP
Michael S. Kun
Kevin D. Sullivan
10100 Santa Monica Blvd., Suite 500
Los Angeles, California 90067
Tel: 310.282.2500 / Fax: 310.282.2501
mkun@thompsoncoburn.com
kdsullivan@thompsoncoburn.com

9.16 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.

9.17 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 that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Monica Stewart

Monica Stewart

October 20, 2026

(date)

Signed by:
Carrie V. O'Brien
C4C3B3C710754C6...

Carrie O'Brien
General Counsel, Secretary & Chief Compliance Officer for Maxim Healthcare Staffing Services, Inc. (n/k/a Amergis Healthcare Staffing, Inc.)

10/19/2026

(date)

Docusign Envelope ID: 83726531-7F7B-8EAC-8390-84DE0A2C1F36

LABOR LAW PC

Danny Yadidsion
Shelley K. Mack
Counsel for Monica Stewart

October 21, 2026
(date)

THOMPSON COBURN LLP

Michael S. Kun
Kevin D. Sullivan
Counsel for Maxim Healthcare Staffing Services, Inc. (n/k/a Amergis Healthcare Staffing, Inc.)

October 16, 2026
(date)