

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

01/14/2022 at 04:28:16 PM

By: Anthony Zapotoczny, Deputy Clerk

David R. Markham (SBN 071814)

dmarkham@markham-law.com

Maggie Realin (SBN 263639)

mrealin@markham-law.com

Lisa Brevard (SBN 323391)

lbrevard@markham-law.com

THE MARKHAM LAW FIRM

8910 University Center Lane, Suite 400

San Diego, CA 92122

Tel.: 619.399.3995; Fax: 619.615.2067

Walter Haines (SBN 071075)

walter@whaines.com

UNITED EMPLOYEES LAW GROUP

5500 Bolsa Avenue, Suite 201

Huntington Beach, CA 92649

Tel.: 888.474.7242; Fax: 562.256.1006

Attorneys for Plaintiff on behalf of herself and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

22CV005450

MICHELLE TOWNSEND, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

MAXIM HEALTHCARE SERVICES, INC.,
a Maryland Corporation

Defendant.

CASE NO.:

REPRESENTATIVE ACTION COMPLAINT
FOR:

**PENALTIES PURSUANT TO LABOR CODE §
2699(f) FOR VIOLATIONS OF LABOR CODE
§§ 200-203, 204, 226(a), 510, 1194, 1198, 2802,
AND LABOR CODE § 2699(a)**

1 Plaintiff MICHELLE TOWNSEND (“Plaintiff”), by and through her attorneys of record, brings
2 this Representative Action Complaint, on behalf of herself and all other aggrieved employees of
3 Defendant MAXIM HEALTHCARE SERVICES, INC., (“MAXIM HEALTHCARE” or “Defendant”).
4 Plaintiff hereby alleges, on information and belief, except for information based on personal knowledge,
5 which allegations are likely to have evidentiary support after further investigation and discovery, as
6 follows:

7 NATURE OF THE ACTION

8 1. This case is brought as a “Representative Action” arising from Defendant’s violations of
9 the Private Attorney General Act (“PAGA”) of 2004, California Labor Code § 2698, *et seq.*, and is filed
10 on behalf of Plaintiff and all Recruiters who are employed by, or formerly were employed by, Defendant
11 within the State of California during the relevant time period, defined as one (1) year from the date of
12 service of Notice on the California Labor and Workforce Development Agency (“LWDA”) and on the
13 agent for service of process of Matheson, and DOES 1 through 25, inclusive, as provided by Labor Code
14 § 2699.3(a), until commencement of trial in this matter (“aggrieved employees”).

15 2. This action is commenced by Plaintiff on behalf of herself and other aggrieved
16 employees of Defendant in California, who, during the relevant time period were: (1) not paid by
17 Defendants regular and overtime wages for time that aggrieved employees required to be “on call” in
18 performance of the aggrieved employees’ job duties (Labor Code § 200-203, 204, 510, 1194, 1197, and
19 1198.); (2) not furnished timely and accurate wage statements in violation of California Labor Code
20 §226; (3) not paid all wages due upon termination of employment in violation of California Labor Code
21 §§ 200-203; (4) not paid all wages—specifically, overtime wages to employees within the time period
22 specified in Labor Code § 204; and (5) not reimbursed for necessary expenditures and losses occurred in
23 violation of California Labor Code §2802.

24 3. Plaintiff brings this case as a “Representative Action” seeking penalties for the State of
25 California in a representative capacity, as provided by PAGA to the extent permitted by law, as
26 aggrieved employees who allege that Defendant violated Labor Code §§ 201, 202, 203, 204, 218.5,
27 218.6, 226, 510, 558, 1174, 1194, 1198, and 2802 to which PAGA applies under Labor Code § 2699.5,
28 and seeks compensation for penalties when allowed, and other relief, and reasonable attorneys’ fees and

costs.

4. On **November 3, 2021**, Plaintiff sent notice via online filing to the California LWDA and a certified letter to Defendant's agent for service of process in California, and also to the Legal Department of Defendant's chief executive office in Columbia, Maryland. A true and correct copy of the notice is attached hereto as **Exhibit "A"** and is incorporated herein by this reference. The notice has been sent pursuant to Labor Code § 2699.3(a) of PAGA, which provides, in subsection (2)(A): "The agency shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation within 60 calendar days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699." By serving the notice before one year from any date of separation from the employer, Plaintiff's claim under PAGA is timely and within the applicable statute of limitations.

5. As of the date of this complaint, the LWDA has not responded to Plaintiff's notice. Accordingly, Plaintiff files this action as a "Representative Action" as provided by California Code of Civil Procedure and as specifically permitted and authorized by Labor Code § 2699.3(a)(2)(A).

JURISDICTION AND VENUE

6. Venue is proper in this judicial district, because upon information and belief, Plaintiff resides and has been employed by Defendants within this judicial district. Further, Defendant conducts substantial business and commits Labor Code violations in Alameda County, California, and each Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged have a direct effect on Plaintiff and other employees within the State of California and Alameda County and to employees in Defendant's locations within the state of California. Defendant employs numerous employees in Alameda County and surrounding counties.

7. Jurisdiction of this Court is proper as Plaintiff alleges that this entire action arises solely under state law of the State of California, as the claims herein are based solely on the California PAGA statute. Plaintiff alleges, on information and belief, that no federal question is raised warranting removal

1 of the action to federal court.

2 **PARTIES**

3 8. Plaintiff MICHELLE TOWNSEND is currently a resident of Hayward, California.
4 Plaintiff was employed by Defendant as a Recruiter - Level 2 in Oakland, California, and later worked
5 remotely in Hayward, California, from approximately August 2018 to March 2021.

6 9. Plaintiff is informed and believes, and on that basis alleges, that MAXIM
7 HEALTHCARE SERVICES, INC., is a Maryland Corporation which, through hundreds of office
8 locations nationwide, provides home healthcare, companion and behavioral care, healthcare staffing, and
9 workforce solutions. See <https://www.maximhealthcare.com/about-us>.

10 10. Plaintiff is informed and believes, and on that basis alleges, that MAXIM
11 HEALTHCARE SERVICES, INC., is, and at all relevant times alleged herein was, a Maryland
12 corporation authorized to and conducts business in California, including but not limited to the Northern
13 District of California.

14 **FACTS**

15 11. During the relevant time period asserted hereto, Plaintiff and other aggrieved employees
16 have been employees of Defendant within the meaning of the California Labor Code in the State of
17 California. Plaintiff suffered damages and legally cognizable harm due to Defendant's policies and
18 practices and has standing to bring this case individually and as a representative for other similarly
19 impacted employees.

20 12. From August 2018 to March 2021, Plaintiff was employed by Defendant as a Recruiter -
21 Level 2. Plaintiff was classified as an exempt employee.

22 13. Throughout Plaintiff's employment with Defendant, Plaintiff worked more than forty
23 (40) hours per week, and more than eight (8) hours per day.

24 14. As an exempt employee, Plaintiff worked an average of 55 to 60 hours per week due to
25 Defendant's requirement to be "on-call" during evenings and weekends, however, Plaintiff was not paid
26 correct overtime compensation for such additional work.

27 15. While misclassified as an exempt employee, Plaintiff had no authority to make decisions
28 concerning hiring or firing employees, rates of pay, placement fees, job performance, disciplinary

1 matters, or specific job duties and was required to perform non-exempt job duties lacking managerial or
2 discretionary character at least 50 percent of her working hours.

3 16. Plaintiff's job duties consisted of assisting in the placement process for nurses by
4 sourcing potential nursing candidates, scheduling their training, and collecting all documents from new
5 hires; communicating with all teachers, advisors, and other staff about each case within their district;
6 answering the phone; collecting timesheets, ensuring they were complete, and that all timesheets were
7 received; and "on-call coordination," which required answering phone calls, text messages, and emails
8 outside of business hours to facilitate last minute scheduling changes.

9 17. During the relevant time period, Plaintiff worked an average of 15 to 20 hours of
10 uncompensated overtime per week while misclassified as an exempt employee. Plaintiff was not
11 compensated correctly for the time she was required to be "on-call" during evenings and weekends.

12 18. Plaintiff and other aggrieved employees were not paid for this time, even though: (1) no
13 practical administrative difficulty of recording the additional time exists or existed for Defendant during
14 the relevant time period; and (2) it is or was feasible for Defendant to determine or estimate the average
15 time each employee spends "on call" as all aggrieved employees at issue in this action are required by
16 the same policies to be "on call" part of their work duties. *See also Troester v. Starbucks Corp.*, (2018)
17 5 Cal.5th 829.

18 19. Additionally, during the relevant time period, Plaintiff and other aggrieved employees
19 were required to use their personal cellphones while they were "on-call" prior to the Covid-19
20 pandemic. Plaintiff and aggrieved employees have not been reimbursed for all cellphone expenses.

21 20. As a result of Defendant's failure to pay Plaintiff and other aggrieved employees for all
22 hours worked, including overtime, Plaintiff and other aggrieved employees' wage statements were
23 inaccurate, in violation of Labor Code § 226(a).

24 21. Further, as a result of Defendant's failure to pay Plaintiff and other aggrieved employees
25 for all hours worked including overtime, Defendants failed to pay Plaintiff and other aggrieved
26 employees' wages within the time periods prescribed by Labor Code § 204.

27 22. In addition, Plaintiff and other aggrieved employees incurred necessary expenditures and
28

1 losses in direct consequence of the discharge of their employment duties and their obedience to the
2 directions of Defendant. Expenses include, but are not limited to, mobile phone charges. Defendant
3 failed to reimburse Plaintiff and other aggrieved employees for those expenses, in violation of Labor
4 Code § 2802.

5 23. Upon information and belief, the above-mentioned unlawful employment practices by
6 Defendant were applied the same to all Recruiters in all facilities in the State of California.

7 24. Defendant's policies and/or practices and/or other unlawful conduct resulted in
8 Defendant's failure to: (1) timely pay Plaintiff all regular and overtime wages for all hours worked, in
9 violation of Labor Code §§ 201-203, 204, 510, 1198, 1194; (2) provide Plaintiff and other aggrieved
10 employees with correctly itemized wage statements in violation of Labor Code § 226(a); (3) timely
11 provide Plaintiff and other aggrieved employees with all wages owed, in violation of Labor Code §204;
12 and (4) reimburse Plaintiff and other aggrieved employees for necessary expenditures and losses
13 occurred in violation of California Labor Code §2802. As a result, Defendant violated California Labor
14 Code §§ 200, 201, 202, 203, 204, 226(a), 510, 1174, 1194, 1198, and 2802, to which penalties under
15 PAGA apply pursuant to California Labor Code § 2699.5.

16 **FIRST CAUSE OF ACTION**
17 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**
18 **(California Labor Code § 2698, *et seq.*)**
(Against all Defendants)

19 25. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth herein.

20 26. Plaintiff, by virtue of her employment with Defendant, and Defendant's failure to (a) pay
21 Plaintiff and other aggrieved employees for time spent "on call" while off-the-clock, (b) provide
22 Plaintiff and other aggrieved employees with accurately itemized wage statements; (c) provide Plaintiff
23 and other aggrieved employees with all wages due within time periods specified in Labor Code §204;
24 and (d) reimburse Plaintiff and other aggrieved employees for necessary expenditures and losses
25 occurred in violation of Labor Code §2802, is an aggrieved employee with standing to bring an action
26 under the PAGA.

27 27. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to
28 enforce California's labor laws, including, without limitation, the notice requirement identified in Labor

1 Code § 2699.3(a) (**Exhibit “A”**). Since Plaintiff received no notice from the LWDA that it intends to
2 investigate Plaintiff’s allegations within 65 calendar days from the postmarked date of Plaintiff’s notice,
3 Plaintiff, as a representative of the people of the State of California, will seek any and all penalties
4 otherwise capable of being collected by the Labor Commission and/or the Department of Labor
5 Standards Enforcement (“DLSE”). This representative action is proper, because Labor Code § 2699.5
6 provides that penalties under PAGA apply to any alleged violation of sections of California Labor Code
7 §§ 200, 201, 202, 203, 204, 226(a), 510, 1174, 1194, 1198, and 2802, *et seq.*

8 28. Plaintiff is informed and believes that Defendant has violated and continues to violate
9 provisions of the California Labor Code related to Defendants’ failure to (1) pay Plaintiff and other
10 aggrieved employees for time spent “on call”, (2) provide Plaintiff and other aggrieved employees with
11 accurately itemized wage statements; (3) provide Plaintiff and other aggrieved employees with all wages
12 due within time periods specified in Labor Code §204; (4) timely pay all wages due to Plaintiff and
13 other former aggrieved employees at termination of employment, and (5) reimburse Plaintiff and other
14 aggrieved employees for necessary business expenses incurred. As of the date of this Complaint, the
15 LWDA has not advised whether it intends to pursue this matter. Therefore, by operation of law,
16 Plaintiff is entitled to commence this cause of action in the California Superior Court as a representative
17 action under PAGA on behalf of the state of California.

18 29. Plaintiff, as a personal representative of the general public, will and does seek to recover
19 any and all penalties for each and every violation shown to exist or to have occurred during the one-year
20 period before Plaintiff filed Notice with the LWDA of Plaintiff’s intent to bring this action, in an amount
21 according to proof, as to those penalties that are otherwise only available to public agency enforcement
22 actions. Funds recovered will be distributed in accordance with PAGA, with at least 75% of the
23 penalties recovered being reimbursed to the State of California through the LWDA.

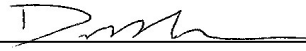
24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff, on behalf of herself and all other aggrieved employees Plaintiff seeks
26 to represent, prays for relief as follows:

27 A. For penalties for each violation of the Private Attorney General Act;

- 1 B. Pre-Judgment and Post-Judgment interest, as provided by law;
2 C. Such other equitable relief as the Court may deem just and proper;
3 D. Attorneys' fees and costs of suit; and
4 E. Such other legal equitable relief as this Court deems necessary, just, equitable and proper.
5

6 Dated: January 14, 2022

By: 

7 David R. Markham
8 Maggie Realin
9 Lisa Brevard

10 **UNITED EMPLOYEES LAW GROUP**
11 Walter L. Haines

12 Attorneys for Plaintiff
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

THE MARKHAM LAW FIRM

- 8910 University Center Lane, Suite 400 • San Diego, California 92122 •
- Phone: (619) 399-3995 • Fax: (619) 615-2067 •
- Email: *contact@markham-law.com*

November 3, 2021

Via Online Filing:

<https://dir.tfaforms.net/260>

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, California 94612

Re: Wage/Hour Claims of Michelle Townsend (“Employee”) against Maxim Healthcare Services, Inc., (“Employer” or “Maxim”)

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE §2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency
 (“LWDA”)

From: Michelle Townsend, who was subjected to the wage and hour practices set forth below

The Employee submits this Notice, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a) and alleges as follows:

Ms. Michelle Townsend is a resident of the State of California. During the applicable time period, Ms. Townsend was employed in California by Maxim Healthcare Services, Inc. Ms. Townsend began working for Maxim in or about August 2018 as a Recruiter - Level 2 and her employment ended sometime in March 2021. She was classified as an exempt employee. As an exempt employee, she worked an average of 55 to 60 hours per week due to Maxim’s requirement to be “on-call” during evenings and weekends, but she was not paid any overtime compensation for such additional work.

While misclassified as an exempt employee, Ms. Townsend had no authority to make decisions concerning hiring or firing employees, rates of pay, placement fees, job performance, disciplinary matters, or specific job duties and was required to perform non-exempt job duties lacking managerial or discretionary character at least 50 percent of her working hours.

Ms. Townsend’s job duties consisted of assisting in the placement process for nurses by sourcing potential nursing candidates, scheduling their training, and collecting all documents from new

hires; communicating with all teachers, advisors, and other staff about each case within their district; answering the phone; collecting timesheets, ensuring they were complete, and that all timesheets were received; and “on-call coordination,” which required answering phone calls, text messages, and emails outside of business hours to facilitate last minute scheduling changes.

Maxim Healthcare, Inc. employs numerous employees in the State of California and is headquartered in Columbia, Maryland. During the relevant time period, the Employer utilized consistent policies and procedures regarding Ms. Townsend, and others similarly situated employees, in violation of the sections of the Labor Code specified below, and the applicable Wage Order. The following is a summary of the violations. .

Violation of California Labor Code § 510, and 1198

Labor Code establishes fundamental right of all employees in California to be paid wages for their work in a timely fashion. Under section 510(a) and 1198 of the California Labor Code, and an applicable Wage Order, non-exempt employees are to be paid 1.5 times their regular rate of pay for all hours worked in excess of eight (8) hours per workday and/or forty (40) hours per workweek.

During the relevant time period, Ms. Townsend worked an average of 15 to 20 hours of uncompensated overtime per week while misclassified as an exempt employee. Ms. Townsend was not compensated for the time she was required to be “on-call.” Maxim failed to pay Ms. Townsend for all hours worked, including 1.5–times her hourly rate for her work performed over 8 hours in a day, and/or 40 hours in a week.

Maxim willfully, and on a systematic and company–wide basis, maintained and implemented a non–compliant practice and/or policy for the payment of straight wages and overtime. Specifically, Maxim misclassified Ms. Townsend and all other aggrieved employees and failed to pay all straight time and overtime wages owed to them at the correct rate of pay.

Ms. Townsend and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558, 218.5, 218.6, 1194, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 226 and 1174

California Labor Code section 226(a) provides that every employer is required to furnish each employee with accurate itemized statements in writing showing, in part, “gross wages earned,” (§226(a)(1)), “net wages earned” (§226(a)(5)), “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...” (§226(a)(9)) and “the inclusive dates of the period for which the employee is paid. (§226(a)(6).)

Labor Code Section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs, and \$100 per employee for each violation in any subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, Maxim knowingly and intentionally provided Ms. Townsend and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. By virtue of misclassifying aggrieved employees as exempt, Maxim knowingly and intentionally omitted required information from the wage statements of Ms. Townsend and the aggrieved employees. For instance, the wage statements issued to Ms. Townsend and other aggrieved employees failed to itemize the number of regular and overtime hours worked during the pay period, and the rate of pay for regular and overtime wages, among other required information.

Labor Code section 1174(d) provides that [e]very person employing labor in this state shall... [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants..." Labor Code Section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), Maxim willfully failed to maintain accurate payroll records for Ms. Townsend and other aggrieved employees by improperly classifying them as exempt employees, incorrect regular and overtime rates of pay, and failing to correctly list the gross wages and net wages.

Because Maxim failed to list the correct classification status, regular and overtime rates of pay, gross wages earned, and net wages on wage statements, Ms. Townsend and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Townsend and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment.

Ms. Townsend and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204

California Labor Code section 204 requires all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee are due and payable between the 1st and 10th day of the following month. California Labor Code section 204 also requires all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

During the relevant time period, Maxim failed to pay Ms. Townsend and other aggrieved employees all wages due to them within the time period specified by section 204—specifically, regular and overtime wages not paid as a result of failing to properly classify them as non-exempt employees.

Ms. Townsend and other aggrieved employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201-203

In addition, pursuant to Labor Code sections 201-203, aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Maxim's failure to pay all wages due upon separation of employment. Here, because Maxim failed to pay her regular and overtime wages for all hours worked, Ms. Townsend alleges that the Maxim has violated Labor Code sections 201-203, and the former employees of Maxim are entitled to waiting time penalties.

Violation of California Labor Code § 2802

Lastly, during the applicable statutory period, Ms. Townsend and other aggrieved employees incurred necessary expenditures and losses in direct consequence of the discharge of their employment duties and their obedience to the directions of Maxim. Expenses include, but are not limited to, mobile phone charges, as Ms. Townsend was required to use her personal cellphone during the time she was "on-call" prior to the Covid-19 pandemic. This violates California Labor Code section 2802, which provides that the "[E]mployer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

Ms. Townsend, as an aggrieved employee and on behalf of herself and all other current or former misclassified Maxim Healthcare Services, Inc., recruiter employees, seeks all penalties or

remedies as may be allowed under PAGA, and by this letter give written notice of their PAGA claim pursuant to Labor Code section 2699.3(a/c)(2)(A). Please advise within sixty (60) calendar days of the filing/postmark date of this Notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within sixty-five (65) calendar days of the filing/postmark date of this Notice that the LWDA intends to investigate these allegations, the aggrieved Employees may immediately thereafter commence a civil action against the Employer pursuant to Labor Code §2699.

The Markham Law Firm and United Employees Law Group represent Ms. Townsend in this matter.

Very truly yours,

THE MARKHAM LAW FIRM



David Markham
Maggie Realin
Lisa Brevard

cc: (via Certified Mail)

Corporation Service Company
Which Will Do Business in California as CSC –
Lawyers Incorporating Service
*Agent for Service of Process for Maxim
Healthcare Services, Inc.*
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505

Maxim Healthcare Services, Inc.
Attn: Legal Department
7227 Lee Deforest Drive
Columbia, MD 21046-3236

Cc: (via Electronic Mail)
Walter L. Haines

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Corporation Service Co. Which
 will do Business in CA as
 CSC Lawyers Incorporating Service.
 2710 Gateway Oaks Dr., Suite 130N
 Sacramento, CA 95833



9590 9402 6911 1104 7002 13

2. Article Number (Transfer from service label)

7021 0950 0002 3110 3752

PS Form 3811, July 2020 PSN 7530-02-000-91

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery

**U.S. Postal Service™
 CERTIFIED MAIL® RECEIPT
 Domestic Mail Only**

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$7.53

Total Postage and Fees

\$ Agent for ODP - Maxion

Sent To CSC Lawyers Incorporating Service.

Street and Apt. No., or PO Box No. 2710 Gateway Oaks Dr. Ste 130N

City, State, ZIP+4® Sacramento, CA 95833

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
 Here

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Maxim Healthcare Servs. Inc.
 Attn: Legal Dept.
 7227 Lee Deforest Dr.
 Columbia, MD 21046



9590 9402 6911 1104 7002 20

2. Article Number (Transfer from service label)

7021 0950 0002 3110 3769

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION

A. Signature

X

B. Received by (Print)

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

Mail Restricted Delivery

**U.S. Postal Service™
 CERTIFIED MAIL® RECEIPT
 Domestic Mail Only**

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$7.53

Total Postage and Fees

\$7.53

Sent To Maxim Healthcare Legal Dept.

Street and Apt. No., or PO Box No. 7227 Lee Deforest Dr.

City, State, ZIP+4® Columbia MD 21046

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
 Here