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*Attorneys for Plaintiff Cynthia Wood
and all others Similarly situated*

Filed **FEB 11 2026**
STEPHANIE BOHRER, CLERK
By _____
DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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]*

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AND JUDGMENT
THEREON**

*[Filed concurrently with the Notice of Motion
and Motion; Declaration of Cynthia Wood in
Support Thereof; Declaration of Joshua H.
Haffner in Support Thereof]*

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

Complaint Filed On: July 22, 2022

The Court, having reviewed and considered Plaintiff Cynthia Wood's ("Plaintiff") Motion for Approval of Private Attorneys General Act ("PAGA") Settlement, the Settlement and Release entered into by and between Plaintiff and Defendant Maxim Healthcare Staffing Services, Inc. ("Defendant," n/k/a Amergis Healthcare Staffing, Inc.) and all documents submitted in support of the motion, HEREBY ORDERS AND ENTERS JUDGMENT AS FOLLOWS:

**~~[PROPOSED]~~ ORDER GRANTING PLAINTIFFS' MOTION TO APPROVE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND JUDGMENT THEREON**

1 1. All terms used herein shall have the same meaning as defined in the PAGA Settlement
2 Agreement And Release Of PAGA Claims (hereinafter "Settlement Agreement" or "Settlement")
3 attached to the Declaration of Joshua H. Haffner as **Exhibit 1**.

4 2. The Court hereby approves the terms set forth in the Settlement Agreement and finds
5 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties
6 to effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement
7 Agreement has been reached as a result of informed and non-collusive arm's-length negotiations.
8 The Court further finds that the Parties were able to reasonably evaluate their respective positions.
9 The Court also finds that settlement now will avoid additional and potentially substantial litigation
10 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
11 reviewed the monetary recovery being provided as part of the settlement and recognizes the
12 significant value accorded to the State of California and the Aggrieved Employees. The Court finds
13 that the Settlement Agreement meets all of the requirements for approval of a settlement under PAGA,
14 including the notice of the Settlement Agreement having been properly provided to the California
15 Labor and Workforce Development Agency ("LWDA"). The Court finds the LWDA has not objected
16 to, and is therefore deemed to have approved, the terms of the Settlement Agreement.

17 3. The Settlement Agreement is not an admission by Defendant or by any other of the
18 Released Parties in any respect, nor is this Order a finding of the validity of any allegations or of any
19 wrongdoing by Defendant or any of the other Released Parties. Defendant contends that each of the
20 Aggrieved Employees was compensated in compliance with all Federal, State, and local laws. Neither
21 this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to
22 carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any
23 fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of
24 the other Released Parties.

25 4. The entire Net Settlement Amount (the remainder of the Gross Settlement Amount
26 after deducting PAGA Counsel Fees Payment \$499,950.00], PAGA Counsel Litigation Expenses
27 Payment [\$8,000.00], PAGA Representative Service Payments [\$15,000.00], and the Administration
28 Expenses Payment [no more than \$14,450.00] from the \$1,500,000.00 Gross Settlement Amount)

1 shall be allocated for payment of civil penalties. From the Net Settlement Amount, 75%
2 (approximately \$721,950.00) shall be distributed to the LWDA and the remaining 25%
3 (approximately \$240,650.00) will be distributed pro rata among the Aggrieved Employees.

4 5. The Settlement resolves the claims of the Aggrieved Employees. The "Aggrieved
5 Employees" shall include any current or former non-exempt employee who worked for Defendant in
6 the State of California as "travelers" – i.e., those nurses who have traveled out-of-town to work for
7 Defendant's clients in California – at any time during the PAGA Period. The "PAGA Period" refers
8 to the period from May 9, 2021 through June 29, 2025. Aggrieved Employees will receive their share
9 of the 25% of the Net Settlement Amount according to the number of pay periods the employee
10 worked during the PAGA Period.

11 6. Defendant shall pay the Aggrieved Employees pursuant to the procedure described in
12 the Settlement Agreement. Defendant shall have no further liability for costs, expenses, interest,
13 attorneys' fees, or for any other charge, expense, or liability except as provided for in the Settlement
14 Agreement.

15 7. The Court hereby confirms Haffner Law PC as PAGA Counsel.

16 8. The Court hereby confirms ILYM Group, Inc. as the Settlement Administrator and
17 confirms that costs in the amount up to \$14,450.00 for administration of the settlement are reasonable.

18 9. The Court hereby awards attorneys' fees in the amount of one-third of the Gross
19 Settlement Amount, which is \$499,950.00 in attorneys' fees and \$8,000.00 in attorneys' costs. The
20 payment of fees to PAGA Counsel shall be made in accordance with the terms of the Settlement.

21 10. The Court hereby awards Service Awards of \$15,000.00 to the named Plaintiff Cynthia
22 Wood in recognition of her efforts on behalf of all Aggrieved Employees.

23 11. The Court approves the Notice of Settlement attached hereto as Exhibit A.

24 12. No later than ten (10) calendar days after the Effective Date, Defendant will
25 simultaneously deliver the Aggrieved Employee data to the Administrator in the form of a Microsoft
26 Excel spreadsheet. The Aggrieved Employee Data includes: the Aggrieved Employee's name, last-
27 known mailing address, Social Security number, and number of pay periods during the PAGA
28

1 Period.¹ The number of pay periods reflects only the number of pay periods worked during the PAGA
2 Period; it does not represent a concession on behalf of Defendant that a PAGA violation occurred
3 during that pay period.

4 13. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to
5 the Administrator no later than ten (10) calendar days after the Effective Date. Within ten (10)
6 calendar days after Defendant funds the Gross Settlement Amount, the Administrator will distribute
7 the Administration Expenses Payment, PAGA Counsel Fees, PAGA Counsel Costs, and PAGA
8 Representative Payment. Disbursement of the Attorney Fee Award and Attorney Cost Award shall
9 not precede disbursement of Individual Payments.

10 14. All Individual Payment settlement checks will remain valid and negotiable for 180
11 days from the date of their issuance. If there are uncashed checks following this period, the uncashed
12 funds shall escheat to the California Controller's Unclaimed Property Fund in the name of the
13 Aggrieved Employee.

14 15. All Aggrieved Employees, the State of California, and the LWDA are deemed to
15 release the Released Parties from all claims for penalties under the California Private Attorneys'
16 General Act (Labor Code section 2698, *et seq.*) that were alleged, or reasonably could have been
17 alleged, based on the PAGA Period facts stated in the Operative Complaint filed in the Action and/or
18 Plaintiffs' pre-filing letters to the LWDA on May 9, 2022, or ascertained in the course of the Action.
19 This includes, but is not limited to, any claim for PAGA penalties based on violations of Labor Code
20 sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1198 and the Industrial
21 Welfare Commission Wage Orders (the "Released Claims").

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

27 ¹ Defendant shall provide only the last known address and Social Security number information in its
28 possession.

1 with or vicariously liable for Defendant and/or its clients for whom PAGA Members performed work
2 during the PAGA Period.

3 17. The express purpose of the Settlement and this Judgment is to forever bar Plaintiffs,
4 the Aggrieved Employees, the LWDA, and any other individual or entity acting on behalf of or
5 purporting to act on behalf of the LWDA from asserting any of the Released Claims in any future
6 litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under
7 the holding of *Arias v. Super. Ct.* (2009) 46 Cal. 4th 969, 986, the ability of Plaintiff, the State of
8 California or any Aggrieved Employee to bring the Released Claims on behalf of the LWDA is
9 completely and forever foreclosed. Any Party to the Settlement or intended third-party beneficiary
10 may use the Settlement to assert that the settlement and this Judgment bars any later-filed action
11 asserting any of the Released Claims against any of the Released Parties at any time from July 15,
12 2018 through the date of this order.

13 18. This Court shall retain jurisdiction with respect to all matters related to the
14 administration and consummation of the settlement, and any and all claims, asserted in, arising out
15 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
16 settlement and the determination of all controversies relating thereto.

17 19. The settlement administrator shall file a final report by five court days
18 indicating the disbursements were made pursuant to the settlement. before compliance
hearing.

19 20. A Non-Appearance Case Review regarding distribution of the settlement funds is set
20 for MARCH 2, 2022 at 900am a.m./p.m. in Department 10D of the above-
21 captioned Court.

22 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:**

23 1. Final judgment is hereby entered in this case in accordance with the terms of the
24 Settlement and this Order. This Judgment is intended to be a final disposition of this action in its
25 entirety and is immediately appealable.

26 2. The Parties shall bear their own costs and attorneys' fees except as otherwise provided
27 by the Settlement Agreement and this Order.

Dated: _____

2/11/24



Hon. ~~Barbara A. Krenlund~~
San Joaquin County Superior Court Judge

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~~PROPOSED~~ ORDER GRANTING PLAINTIFFS' MOTION TO APPROVE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND JUDGMENT THEREON

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EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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.

**NOTICE OF PAGA SETTLEMENT,
PAYMENT AND RELEASE**

To [NAME]:

The enclosed check is your share of a court-approved representative action settlement between Plaintiff Cynthia Wood ("Plaintiff"), and Defendant Maxim Healthcare Staffing Services, Inc. ("Defendant," n/k/a Amergis Healthcare Staffing, Inc.) in the above-captioned matter, entitled *Cynthia Wood vs Maxim Healthcare Staffing, Inc.*, Superior Court of State of California, at the County of San Joaquin, Case No. STK-CV-UOE-2022-0006312 ("Lawsuit").

In the Lawsuit, Plaintiff asserted claims against Defendant as the representative of the State of California and Defendant's 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. The "PAGA Period" refers to the period from May 9, 2021 through June 29, 2025. ("Aggrieved Employees"). Plaintiff alleged that Defendant was liable for penalties under California Labor Code § 2698 et seq., also known as the Private Attorneys General Act ("PAGA"), for violations of the California Labor Code.

The Court approved the settlement on _____ and has determined that the settlement is fair, adequate, and reasonable. The settlement is not an admission of wrongdoing by Defendant or an indication that any law was violated. Defendant denies Plaintiffs' allegations and disputes all of Plaintiffs' claims brought on behalf of themselves and the Aggrieved Employees.

Pursuant to the Court's Order, a payment of \$1,500,000.00 was approved in settlement of this Lawsuit. After accounting for Plaintiffs' Counsel's attorneys' fees and reimbursement of litigation costs, administration of the settlement, and Plaintiffs' service payment, the remaining sum is \$962,600.00. This sum, called the "Net Settlement Amount" will be divided pursuant to California law as follows: \$721,950.00 (75%) to the State of California Labor Workforce Development Agency and \$240,650.00 (25%) to all employees considered to be "Aggrieved Employees" under this Lawsuit, to be shared on a proportionate basis.

The enclosed check is your share of the settlement. The payment amount was calculated based on the number of pay periods you worked for Defendant for PAGA Period, as determined by Defendant's business records. Because this calculation was approved by the Court, the amount of your payment is final and cannot change. Enclosed with your check is an IRS Form 1099. Please note that no taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. You should consult with your own tax accountant with regard to any questions that you may have

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION TO APPROVE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND JUDGMENT THEREON**

1 concerning any taxes that may be due.

2 Your enclosed check is valid for 180 days from the date of its issuance. After that date, you cannot
3 cash the check and it will be null and void. Funds attributable to such uncashed checks will be sent to
the State of California Unclaimed Property Fund in your name.

4 As an Aggrieved Employee, you are covered by this settlement. The Court-approved PAGA
5 settlement contains the following release of claims, to which you are bound:

6 Upon deposit of the Gross Settlement Amount in the Qualified Settlement Fund, Plaintiff, the
7 PAGA Members, and the State of California release the Released Parties from any and all
8 claims for civil penalties arising from the claims alleged that were alleged or reasonably could
9 have been alleged based on the facts asserted in the PAGA Notice dated May 9, 2022 and/or
10 the operative complaint during the PAGA Period, including any claims for civil penalties
11 arising from Defendant's alleged violations of California Labor Code sections 201, 202, 203,
12 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, and 1198 and the
13 corresponding provision under the applicable Industrial Welfare Commission wage order(s)
14 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").

15 The "Released Parties" means: Maxim Healthcare Staffing Services, Inc. (n/k/a Amergis
16 Healthcare Staffing, Inc.) and any and all of its clients for whom PAGA Members performed
17 work during the PAGA Period, and each of their respective former, present, and future
18 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
19 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.

20 This means that you are not able to pursue a PAGA lawsuit against Defendant based on such claims
21 for the provided PAGA Period of the period from May 9, 2021 through June 29, 2025. You may not
22 opt-out of this settlement, and you are thus bound by the settlement and release of claims based on
23 the Court's final judgment whether or not you cash or deposit the enclosed check. Regardless of what
24 you do with the settlement check, you will have released claims for penalties arising under PAGA as
25 asserted in the Lawsuit. If you have any questions or would like more information about the
26 settlement or this lawsuit, you may contact the Settlement Administrator at [Settlement
27 Administrator], [Address], [Telephone Number] or you may review the papers, pleadings and records
28 on file with the Court by scheduling an appointment with the clerk of the San Joaquin Superior Court.

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN
CASE NO. STK-CV-UOE-2022-0006312

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 15260 Ventura Blvd., Suite 1520, Sherman Oaks, CA 91403.

On January 8, 2026, I served the foregoing document described as:

1. PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND FOR AWARD OF ATTORNEYS' FEES AND COSTS
2. 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
3. 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
4. DECLARATION OF CYNTHIA WOOD IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND FOR AWARD OF ATTORNEYS' FEES AND COSTS
5. [PROPOSED] ORDER

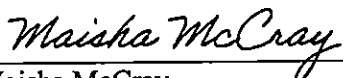
on all interested parties in this action by:

ATTORNEY	DEFENDANT
Michael S. Kun, Esq. Helen Kang, Esq. Kevin D. Sullivan, Esq. Thompson Coburn LLP 10100 Santa Monica Boulevard Suite 500 Los Angeles, CA 90067 Email: MKun@thompsoncoburn.com Email: kdsullivan@thompsoncoburn.com Email : HKang@thompsoncoburn.com Email : DocketLA@thompsoncoburn.com	Attorney for Defendant: Maxim Healthcare Staffing T: 310 282 2568 F: 310 282 2501

☒ **ONLY BY ELECTRONIC TRANSMISSION.** Only by e-mailing the document(s) to the persons at the e-mail address(es) above. No electronic message or other indication that the transmission was unsuccessful was received within a reasonable time after the transmission. We will provide a physical copy, upon request only.

☒ **[STATE]** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 8, 2026, at Sherman Oaks, California.


Maisha McCray