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Attorneys for Plaintiff
MONICA STEWART, individually, and as a representative of the State of California and the Labor and Workforce Development Agency, and on behalf of the aggrieved employees

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MONICA STEWART, individually and on behalf of the aggrieved employees,

Plaintiff,

v.

MAXIM HEALTHCARE STAFFING SERVICES, INC., a California corporation; **MAXIM HEALTHCARE SERVICES, INC.** a California corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 24STCV09231

[Assigned for all purposes to the Honorable Cherol J. Nellon, Dept. 14]

DECLARATION OF MONICA STEWART IN SUPPORT OF UNOPPOSED MOTION TO APPROVE THE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT PURSUANT TO CALIFORNIA LABOR CODE §§ 2698 *et seq*.

[Filed concurrently with Notice of Motion and Motion to Approve the PAGA Settlement Agreement; Memorandum of Points and Authorities in Support of the Motion; Declaration of Danny Yadidsion in Support of the Motion; [Proposed] Order; and [Proposed] Judgment]

DECLARATION OF MONICA STEWART

I, Monica Stewart, hereby declare as follows:

1. I am the named Plaintiff in the above-captioned action. I am over the age of eighteen and submit this declaration in support of Plaintiff's Unopposed Motion for an Order Approving the Private Attorneys General Act ("PAGA") Settlement Agreement (the "Motion").

2. All matters contained herein are within my own personal knowledge and belief, and, if called upon and sworn as a witness, I can and will testify completely thereto. I was not promised any benefit nor induced to provide this Declaration in any way but am submitting it in support of Plaintiff's request that this Court approve the proposed PAGA Settlement Agreement (the "Agreement").

3. I was employed by Defendant Maxim Healthcare Staffing Services, Inc. (n/k/a Amergis Healthcare Staffing, Inc., and referred to here as "Amergis" or "Defendant") as a Behavior Technician from on or about February 10, 2022 through approximately March 2024, when my final work assignment from Amergis ended. While working for Amergis, I did not receive all wages due and owed to me for all hours worked and did not receive overtime wages for all overtime hours I worked. In addition, I did not receive legally compliant meal and rest periods while working for Amergis, and I did not receive all meal or rest period premium wages due and owed to me for noncompliant meal and rest periods throughout my employment. Amergis also failed to reimburse me for all necessary business expenses I incurred on its behalf, failed to provide me with accurate and legally compliant wage statements throughout my employment, and failed to pay all wages due and owed to me at the time of my separation from employment. After speaking with co-workers, I learned that my experiences were similar to theirs and my claims are typical of what happened to them while working for Amergis.

4. I believe that I am an "Aggrieved Employee" within the meaning of the PAGA, and a proper representative to bring a civil action on behalf of other current and former employees

of Amergis. I was employed by Amergis within the applicable statutory period and have alleged uniform policies and practices that affected both me and other employees.

5. I understand that Amergis employed numerous non-exempt employees in California, and I have alleged, on behalf of myself and other similarly situated employees, that we were subjected to common employment and wage-and-hour policies and practices. I further understand that our claims include that Amergis engaged in a pattern and practice of: failing to pay wages for all hours worked; failing to pay overtime wages for all overtime hours worked; failing to provide legally compliant meal periods and rest breaks; failing to reimburse necessary business expenses; failing to provide timely and accurate itemized wage statements; failing to timely pay all wages due and owed to employees upon separation of employment; and engaging in unfair and unlawful business practices.

6. After consulting and meeting with my counsel regarding complaints I had against Amergis for the above enumerated claims, I agreed to represent my fellow employees in bringing this representative action. I also understand that I am serving as the representative plaintiff on behalf of other Aggrieved Employees for this PAGA action.

7. I understand that on April 12, 2024, my counsel filed a putative class action complaint in Los Angeles County Superior Court against Amergis and Maxim Healthcare Services, Inc. (together with Amergis, "Defendants") alleging various violations of the California Labor Code, including failure to provide meal and rest breaks and/or meal and rest period premium compensation, failure to pay all wages due and owed for all hours worked; failure to pay all overtime wages due and owed for all overtime hours worked; failure to furnish timely and accurate itemized wage statements; failure to reimburse necessary necessary business expenses; failure to timely lpay all wages due and owed upon separation of employment; and unfair and unlawful business practices. I also understand that my counsel took my information and documents, and on April 15, 2024, provided notice of these claims to the California Labor and Workforce Development Agency ("LWDA"), with that notice docketed as LWDA-CM-1022336-24. I further

understand that my counsel sought leave to amend the complaint to add a representative claim for civil penalties under the PAGA, and did so on June 21, 2024 by filing the First Amended Class and Representative Action Complaint.

8. I further understand that on July 1, 2024, my counsel filed a Request for Dismissal of the putative class claims pursuant to California Rules of Court, rule 3.770, after Amergis produced what appears to be a facially valid arbitration agreement. I further understand that on July 16, 2024, the Court granted that request and dismissed the putative class claims without prejudice. Thereafter, this action proceeded solely on the PAGA claim.

9. As a former employee of Amergis, I believe that my claims are similar to those of the other workers whom I seek to represent. I and the other Aggrieved Employees were subjected to similar procedures, practices, and policies. I believe my claims are typical of the employees whom I seek to represent, our interests are aligned, and I am adequate to represent them. Further, I understand that, in representing the interests of the Aggrieved Employees, I am assuming a fiduciary responsibility to all absent Aggrieved Employees.

10. To my knowledge, there are no conflicts that exist between my interest in this action and the interest of the Aggrieved Employees that would impair my ability to serve as a representative.

11. I have assisted, and will continue to assist, in the investigation, prosecution, and settlement of this matter. I understand my duties and responsibilities to the Aggrieved Employees and will carry out those duties, as necessary. In that regard, I have been informed and understand that courts may award PAGA representative plaintiffs money for serving as a representative, but I am not entitled to such money as a matter of right, and that I have not been promised or guaranteed any money for being a PAGA representative. I understand we are filing the present Motion seeking approval from the Court of an award of my requested PAGA Representative Service Payment of $7,500.00, which would be in recognition of my service, risk, and time commitment undertaken in the prosecution in this action on behalf of other Aggrieved Employees.

12. I was glad to serve as a named Plaintiff and a PAGA representative of my fellow Aggrieved Employees, but this case has required a major time commitment from me and has demanded my attention and focus as it progressed. I have spent a substantial amount of time and energy contributing to the investigation, prosecution, and settlement of this case. I estimate that I have spent at least twenty (20) hours on the following tasks:

a. Talking to my attorney about getting involved in this case;

b. Being interviewed in detail by my counsel regarding the working conditions at Amergis's places of business, and particularly the nature and extent of my experiences and the policies and practices that applied to my employment and the employment of the other similarly situated employees;

c. Searching for and gathering all relevant documents in my possession and providing them to my attorneys;

d. Helping to identify potential witnesses and work locations, along with other potentially relevant documents;

e. Regularly receiving and responding to correspondence and phone calls from my attorneys, including during mediation, regarding the claims and Amergis's arguments;

f. Assisting in the preparation of responses to Amergis's Form Interrogatories – General, Form Interrogatories – Employment, Special Interrogatories, Requests for Admissions and Requests for Production of Documents and providing information and documents requested by my attorneys in connection with discovery;

g. Participating in preparation for a full-day mediation session, including pre-mediation informal discovery, and remaining available to answer questions and provide necessary approval for any proposed settlement; and

h. Conducting numerous conferences with my attorneys regarding the Agreement and finalizing and signing the Agreement, and regarding the settlement administration proceedings and approval process.

13. Before and after the Complaint initiating this action was filed, I have had numerous conversations and exchanged correspondence with my legal counsel, the attorneys of Labor Law PC and their staff ("PAGA Counsel"). After speaking with PAGA Counsel, I learned how a representative action lawsuit could address the complaints I shared with other Aggrieved Employees of Amergis. I was happy to be able to bring a lawsuit as a PAGA representative to try and obtain civil penalties not only based on my own experience, but also for fellow employees like me, who were not paid for all hours they worked, were not paid all overtime wages due and owed to them for all overtime hours they worked, were required to work through or interrupt their meal and rest breaks and were not paid all meal and rest period premium wages to which they were entitled, received inaccurate itemized wage statements, were not properly reimbursed for necessary business expenses (such as the use of personal phones for timekeeping), and were not paid all wages due and owed to them at the time of separation of their employment.

14. From the beginning of my involvement in this case, PAGA Counsel informed me about what it meant to be a PAGA representative in this lawsuit. I understood that my claims had to be similar to those of the other Aggrieved Employees, and that I was expected to represent and even champion the interests of other Aggrieved Employees, placing their interests ahead of my own if necessary. Thus, I understood it to be my duty to ensure that all Aggrieved Employees receive the civil penalties they are owed under the Labor Code.

14. On May 6, 2026, the Parties participated in a full-day mediation session with mediator Judge Ronald M. Sabraw (Ret.). Although the matter did not resolve during the mediation session itself, as a result of a mediator's proposal, the Parties reached an agreement in principle approximately a week later to settle the PAGA claims.

15. Following the settlement, I communicated with PAGA Counsel regarding the proposed Agreement. PAGA Counsel explained the material terms of the Agreement to me, including the benefits provided by the Agreement, the proposed allocation of the settlement proceeds, the requested deductions subject to Court approval, the release of PAGA claims, and the

risks associated with continued litigation. I had an opportunity to ask questions concerning the Agreement and its effect.

16. I understand the key terms of the Agreement, including that it requires Amergis to make a gross settlement payment (the "Gross Settlement Amount") of $4,500,000.00 without the possibility of any of those funds reverting back to Defendant. I understand that the Agreement specifies that $2,792,500.00 of the Gross Settlement Amount will be payable to PAGA Penalties, with 75% of that amount ($2,094,375.00) to be paid to the LWDA regardless of whether or not Aggrieved Employees cash their settlement checks. I also understand that the remaining 25% of PAGA Penalties paid under the Agreement ($698,125.00) will be distributed amongst approximately 41,322 Aggrieved Employees, to be distributed on a *pro rata* basis determined by the number of PAGA pay periods worked by each Aggrieved Employee. I understand there are a total of approximately 981,988 pay periods worked by Aggrieved Employees during the statutory time period at issue here and covered by the proposed Agreement. I further understand that the Agreement provides for settlement administration costs to be paid to Apex Class Action LLC in an amount not to exceed $100,000.00, and subject to Court approval, for requested attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount ($1,575,000.00) and litigation costs in an amount not to exceed $25,000.00. I also understand that, subject to Court approval, the Agreement provides for a Representative Service Award to me in the amount of $7,500.00 for my time and effort spent working on this case, and that any reduction in this requested Service Award will increase net PAGA Penalties. I understand that settlement checks made payable to Aggrieved Employees will be negotiable for at least 180 days, with any uncashed funds to be transmitted to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. In exchange for their settlement payments, I further understand that, pursuant to the Agreement, Aggrieved Employees will provide Amergis and other released parties defined by the Agreement with a PAGA-only release for the defined PAGA statutory period limited to civil penalties and based on the operative pleadings and PAGA notice to Amergis and the LWDA.

17. I have been made aware by my legal counsel of the following other pending matters or legal actions asserting claims that will be extinguished or adversely affected by the proposed Agreement:

• *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.

18. Most importantly, I understand that continued litigation carries significant risks, burdens, and delays. I understand that Amergis disputed liability and contested the asserted PAGA claims throughout this action. If we continued to litigate and lost on these disputed issues, the Aggrieved Employees and I could potentially recover nothing and might even be liable for Defendant's litigation costs. The Agreement avoids these risks and uncertainties while providing a certain and meaningful recovery now, rather than years from now after continued litigation and appeals.

19. After carefully reviewing all aspects of the Agreement with PAGA Counsel and weighing the benefits against the risks of continued litigation, I endorse and approve the settlement set forth in the Agreement. I believe it is in the best interests of the State, the Aggrieved Employees, and myself to resolve these claims through this settlement Agreement rather than continue fighting in court with uncertain outcomes.

20. I have not received any promises or payments other than what is disclosed in the settlement Agreement and motion papers.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 3, 2026, at Lancaster, California.

By: Monica Stewart
Monica Stewart