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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

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

Date: January 19, 2027
Time: 8:30 a.m.
Dept.: 300
CRS Reservation No.: 726882105937

[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 Monica Stewart in Support of the Motion; [Proposed] Order; and [Proposed] Judgment]

Complaint Filed: April 12, 2024
First Amended Complaint Filed: June 21, 2024

DECLARATION OF DANNY YADIDSION

I, DANNY YADIDSION, declare as follows:

1. I am an attorney, duly licensed and admitted to practice before this court in the State of California. I am the founder of Labor Law PC and attorney of record for Plaintiff Monica Stewart ("Plaintiff") in this action. The facts set forth below are of my personal knowledge, and if called upon to do so, I could and would competently testify thereto.

2. I submit this declaration in support of Plaintiff's Motion to Approve the Parties' PAGA Settlement Agreement (hereinafter, "Settlement Agreement") pursuant to Labor Code section 2698, *et seq*. A true and correct copy of the fully executed Settlement Agreement is attached hereto as **Exhibit A**. Defendant Maxim Healthcare Staffing Services, Inc., d/b/a Amergis Healthcare Staffing, Inc. ("Defendant" or "Amergis") (together with Plaintiff, the "Parties") does not oppose this Motion.

QUALIFICATIONS AND ADEQUACY OF PAGA COUNSEL

3. I have the requisite experience, knowledge, and resources to act as PAGA Counsel on behalf of Plaintiff and the Aggrieved Employees in this action. I have litigated numerous wage and hour class and PAGA actions involving claims such as unpaid wages, failure to provide accurate wage statements, misclassification, waiting time penalties, and unfair competition. I have been appointed as class counsel in several matters. In all matters, the cases were handled as effectively as possible and novel issues constantly arose. In a case involving novel wage and hour issues, Judge R. Gary Klausner, U.S. District Judge for the Central District of California, granted class certification of a nationwide class of over 1,000 employees and approved my request to be appointed as class counsel. (*Keith Ernst, et al. v. ZogSports Holdings LLC, et al.*, Case No. 2:18cv-09043-RGK-MRW (C.D. Cal. February 21, 2019). Judge Klausner subsequently granted preliminary and final approval of the Parties' settlement. In another case involving novel wage and hour issues, Judge Elihu M. Berle, Los Angeles County Superior Court Judge, granted class certification for a class action of California employees that were misclassified and approved my request to be appointed as class counsel. (*Angelic Archer v. Jack Nadel, Inc.*, 18STCV07761). In addition, my firm and I have been appointed as class counsel for purposes of settlement in a variety of other wage and hour class actions, including *Troy*

Richard Whitmark, et al. v. Altman Specialty Plants, Inc. (San Diego County Superior Court, Case No. 37-2018-00055889-CU-OE-NC), *Antonio Llamas v. Mapfre Insurance & Subsidiaries, et al.* (Alameda County Superior Court, Case No. RG 18931346), *Rafael Becerra Jr. v. Superior Home Design, Inc.* (Los Angeles County Superior Court, Case No. 19STCV17368), *Marie Barraza, et al. v. MOGA Transport, Inc.* (Kern County Superior Court, Case No. BCV-20-103017), *Hayley Aarsvold v. Alliance Technical Group LLC, et al.* (Ventura County Superior Court, Case No. 2023CUOE007584), *Gregory McClendon v. Bernel, Inc. dba VFS Fire & Security Services, et al.* (Orange County Superior Court, Case No. 30-2022-01277447-CU-OE-CXC), *Maria Celia Hernandez Campoverde v. Montecito Bank & Trust* (Santa Barbara County Superior Court, Case No. 24CV03118), *Gillian Rey Morris v. Collabera, Inc., et al.* (Los Angeles County Superior Court, Case No. 23STCV18770), *Rustin Fox, Gabriele Santi, and Patrick Burk v. Crisis24, Inc., et al.* (Santa Clara County Superior Court, Case No. 23CV418864), *Harley Collins v. GMH, Inc., et al.* (Ventura County Superior Court, Case No. 2023CUOE014707), *Julia Torres, Joy Oliver Banks, and Jose Gomez v. Management & Training Corporation* (Imperial County Superior Court, Case No. ECU003320), and *Alex Furtado v. Bamia 2, LLC, et al.* (Los Angeles County Superior Court, Case No. 21STCV37585).

4. Throughout my legal career, I have exclusively practiced employment law with a specific focus on litigating wage and hour class actions. Prior to becoming the managing attorney of Labor Law PC, I exclusively practiced employment law for over nine years at defense firms. From approximately December 2011 to September 2018, I exclusively practiced employment law and defended numerous class actions at Jackson Lewis PC in Los Angeles. From June 2009 to December 2011, I exclusively practiced employment law and defended numerous class actions at Lewis Brisbois Bisgaard & Smith LLP in Los Angeles. I graduated from UCLA School of Law in May 2008. During law school, I also learned about litigating wage and hour class actions while I worked at a boutique employment litigation firm (Gleason & Favarote LLP). I have been responsible for numerous wage and hour class actions throughout the State of California, in both state and federal courts. Throughout my legal career, I have been responsible for all facets of class actions from the initial investigation of

the allegations through successful resolution. By way of example, shortly before I left Jackson Lewis PC, I successfully prevailed on a motion for class certification on behalf of my clients in a case heavily litigated for over 7.5 years and successfully moved to dismiss a complaint in federal court based on the federal enclave doctrine. (*See Compton v. American Management Services*, Los Angeles County Superior Court, Case No. BC 448343; *Issac Tafoya v. AECOM, Inc. et al.*, Case No. 2:18-cv-04113-GW-PLA (C.D. Cal. June 15, 2018).)

5. My extensive experience in litigating employment wage and hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and generally negotiating fair and reasonable settlements. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the constantly evolving substantive law (at the state and federal level), as well as the procedural law in class action and PAGA cases. In this action, I am fully equipped to use the skills and knowledge I have developed through prosecuting and defending wage and hour class actions to fairly and adequately represent Plaintiff and the Aggrieved Employees in this case.

6. For purposes of this motion, and as defined by the Settlement Agreement, Aggrieved Employees means all persons 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."[1] For purposes of this motion, and as defined by the Settlement Agreement, the PAGA Period means the period from April 17, 2023 through June 19, 2026. Using these definitions, there are approximately 41,322 Aggrieved Employees who will receive a share of PAGA penalties if the proposed Settlement Agreement is approved

7. I do not believe that I have any conflicts of interest with Plaintiff or with the Aggrieved Employees. I am not related to the Plaintiff. I have not previously represented Defendants Amergis or Maxim Healthcare Services, Inc. ("MHSI") (together with Amergis, "Defendants") in any matter.

[1] PAGA claims on behalf of non-exempt Amergis 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.

I am also not aware of any potential conflict between me, Defendants, Defendants' counsel, or anyone else. I attest that the Parties reached a settlement after extensive, arm's length settlement negotiations.

8. I attest that under paragraphs 3, 4, 5 and 7, *supra*, I have the requisite adequacy to act as PAGA Counsel and have an absence of conflict. I respectfully submit that I and Labor Law PC are well suited to act as PAGA Counsel in this action, and we have and will continue to vigorously represent the interests of the Aggrieved Employees.

PROCEDURAL HISTORY

9. Our office began representation of Plaintiff Monica Stewart in or about March 2024.

10. On April 12, 2024, our office filed a Class Action Complaint on Plaintiff's behalf against Defendants alleging the following causes of action: 1) Failure to Pay Wages for All Hours Worked, (2) Failure to Pay Overtime Wages, (3) Failure to Provide Meal Periods, (4) Failure to Provide Rest Periods, (5) Failure to Reimburse Business Expenses, (6) Failure to Furnish Timely and Accurate Wage Statements, (7) Failure to Pay All Compensation Due Upon Discharge, and (8) Unfair, Unlawful, or Fraudulent Business Practices.

11. On April 15, 2024, our office filed a claim notice with the California Labor and Workforce Development Agency ("LWDA") giving notice of Defendants' various Labor Code violations against Plaintiff and other Aggrieved Employees. A true and correct copy of the PAGA claim notice filed on April 15, 2024 is attached hereto as **Exhibit B.**

12. On June 21, 2024, Plaintiff filed a First Amended Representative Action Complaint, adding a ninth cause of action under the Private Attorneys General Act ("PAGA"), pursuant to Labor Code §§ 2698–2699.5.

13. After Plaintiff filed this Action, Defendants produced a Mutual Agreement to Arbitrate Employment-Related Disputes executed by Plaintiff and containing a class action waiver. Following investigation and evaluation of the enforceability of the arbitration agreement and the risks associated with continued prosecution of class claims, Plaintiff elected to dismiss the putative class allegations and proceed only with her representative PAGA claim. On July 1, 2024, Plaintiff filed a Request for Dismissal of Class Action pursuant to California Rules of Court, rule 3.770. On July 16, 2024, the

Court entered an order dismissing the class allegations without prejudice. This action thereafter proceeded as solely as a representative PAGA action.

14. Defendant Amergis filed its Answer to Plaintiff's First Amended Complaint on March 24, 2025. Defendant MHSI filed its Answer to the First Amended Complaint on June 10, 2025.

15. On May 12, 2025, Defendant Amergis filed a Motion to (1) Bifurcate Plaintiff's Individual and Non-Individual PAGA Claims and (2) Stay Discovery of Non-Individual PAGA claims. Amergis argued that bifurcation was warranted primarily because it anticipated bringing a successful motion for summary judgment based on its *Serrano* defense, which Defendant contended would render representative discovery unnecessary. *See Serrano v. Aerotek, Inc.* (2018) 21 Cal.App.5th 773. Defendant further argued that proceeding with representative discovery before adjudicating Plaintiff's individual PAGA claim would impose an exorbitant burden on the parties and the court, given the then-estimated 32,869 aggrieved employees working across approximately 963 separate client facilities. Plaintiff opposed Defendant's motion. After full briefing and oral argument, on September 22, 2025, the Court denied Defendant's motion to bifurcate and stay in its entirety, allowing Plaintiff's individual and representative PAGA claims to continue to proceed together.

INVESTIGATION AND DISCOVERY

16. Before filing this lawsuit, PAGA Counsel investigated and researched the facts and circumstances underlying the pertinent issues and the law applicable thereto. This required thorough discussions and interviews between PAGA Counsel and Plaintiff, as well as preliminary research into various legal issues involved in the case. After conducting this thorough initial investigation, PAGA Counsel determined that Plaintiff's claims were well-suited for representative adjudication owing to what appeared to be a common course of conduct affecting a similarly situated group of employees.

17. After filing the lawsuit, PAGA Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including: (1) conducting informal discovery, propounding written discovery, and meeting and conferring with defense counsel about the same; (2) reviewing and analyzing time and pay records as well as employment handbooks, Plaintiff's personnel file and related documents, relevant company policies and other documentation; (3) researching the applicable

law and potential defenses; (4) constructing damage models based on interpretations of California law; and (5) reviewing information provided by Defendant in the mediation. This investigation revealed ultimately that there are approximately 41,322 Aggrieved Employees.

18. Plaintiff propounded written discovery requests on Defendants, including form interrogatories, special interrogatories and requests for production of documents. In response, Defendants produced voluminous documents and data, including Plaintiff's personnel files and related records, Amergis's employee handbook, Amergis's company policies and procedures relating to its employment practices, and time and payroll records for the Aggrieved Employees. Plaintiff's counsel also noticed the depositions of Amergis's and Defendant MHSI's persons most knowledgeable on twenty-seven (27) separate topics each, before the Parties agreed to postpone depositions until after mediation.

19. Discovery in this case involved multiple contentious disputes over the sufficiency of Defendants' written discovery responses and document production. Those disputes required Plaintiff's Counsel to engage in repeated and extensive meet-and-confer correspondence and discussions with Defendants' Counsel, and on two occasions required Plaintiff's Counsel to initiate the process leading to motion practice by scheduling and preparing for Informal Discovery Conferences with the Court.

20. Defendants, for their part, vigorously contested liability, the amount of PAGA penalties available, whether discovery as to individual and representative PAGA claims could proceed in tandem, and even whether MHSI was properly named as a Defendant. After PAGA Counsel analyzed the relevant documents and other gathered data, PAGA Counsel identified numerous issues with respect to Defendant's records and policies and communicated them to defense counsel. While Defendants disputed those issues, the Parties subsequently agreed to mediation. Given the high level of risk present for both sides, the Parties elected to mediate Plaintiff's claims and explore the possibility of settlement rather than continue to engage in costly and highly contentious litigation.

21. After the Parties conducted significant discovery in this action, Plaintiff and Defendant Amergis agreed to participate in mediation. To prepare for mediation, Defendant Amergis informally produced additional information to Plaintiff, including a representative random sampling of time records for approximately 20% of Aggrieved Employees covering the time period from April 17, 2023 through March 3, 2026. PAGA Counsel thoroughly reviewed, investigated, and analyzed this information, along with the relevant company policies and procedures previously produced by Amergis. This informal discovery process occurred over a period of several months and involved significant meet and confer efforts between counsel for Plaintiff and Defendant Amergis.

22. Counsel for Plaintiff and Defendant Amergis also investigated the law as applied to the discovered facts regarding the alleged claims of Plaintiff and the Aggrieved Employees, potential defenses thereto, and potential PAGA penalties claimed by Plaintiff and Aggrieved Employees. Amergis posited numerous defenses to Plaintiff's PAGA claims, including contentions that Aggrieved Employees were authorized and permitted to take all legally required meal and rest breaks, that penalties for the alleged violations were not available because its actions were not "willful" within the meaning of the applicable statutes, and that as a temporary staffing agency, Amergis could not be held vicariously liable for the wage and hour violations of its clients' worksites and that it fulfilled its own independent obligations by issuing compliant written policies to its employees.

MEDIATION

23. On May 6, 2026, Plaintiff and Defendant Amergis participated in a full–day mediation before an experienced and well–regarded mediator, the Honorable Ronald M. Sabraw (Ret.). In preparation for mediation, PAGA Counsel calculated Defendants' potential liability for PAGA penalties. Plaintiff's PAGA penalty model assumed that Plaintiff prevailed in establishing liability on the merits of the underlying wage-and-hour violations alleged in the First Amended Complaint. During mediation, the Parties discussed all aspects of the case, including the risks of litigation and the risks to both sides of proceeding, as well as the law relating to meal and rest break matters, wage statements, reimbursement of necessary business expenses, failure to pay wages, payment of all wages due during employment, payment of all wages due upon separation of employment, unfair and

unlawful business practices, and the law relating to PAGA penalties. Although mediation that day did not conclude with a settlement agreement, through a mediator's proposal presented shortly thereafter, the Parties reached an agreement to resolve Plaintiff's PAGA claims, subject to execution of a written settlement agreement and Court approval. The settlement was thereafter memorialized in the fully executed Settlement Agreement, which Plaintiff now submits for Court approval.

24. From PAGA Counsel's review of the facts, strengths and weaknesses of the case, the risks and delays posed by further litigation, and PAGA Counsel's own prior employment and class action litigation experience, PAGA Counsel believes that the recovery offered by the proposed Settlement Agreement for the State of California and each Aggrieved Employee is fair and reasonable taking into consideration the amounts received in other PAGA cases, the risks inherent in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's length of service during the PAGA Period to the share of PAGA penalties he or she will receive. The information provided to PAGA Counsel included sufficient data, including time records and payroll data for a statistically significant representative sample of putative Aggrieved Employees to permit PAGA Counsel to reliably compile a reasonable model of potential PAGA penalties available. PAGA Counsel subsequently used that penalty analysis to guide assessment of the strength of the claims and alleged violations. Based on the settlement negotiations, which were extensive and conducted in good faith and at arm's length between attorneys with substantial experience litigating PAGA and class actions and wage and hour cases, the Settlement Agreement was the product of a non-collusive settlement process in which Plaintiff and Defendant Amergis were forced to make significant and meaningful compromises in the interest of reaching a full and complete settlement of the lawsuit.

25. Throughout the course of settlement negotiations, Plaintiff and Defendant Amergis recognized that the issues presented in this action are only likely to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation would lead to inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. Plaintiff and Defendant Amergis took into account the risk and uncertainty of the outcome inherent in any litigation in reaching this agreement.

SUMMARY OF THE SETTLEMENT

26. The Settlement Agreement was prepared utilizing the Court's Model PAGA Settlement Form, as revised April 26, 2026.

27. Plaintiff and Defendant Amergis have executed the Settlement Agreement attached hereto and incorporated herein as **Exhibit A**. The Settlement Agreement requires Defendant Amergis to pay $4,500,000.00 (the "Gross Settlement Amount") on a non-reversionary basis in exchange for a release of Plaintiff's representative PAGA claims.

28. The Settlement Agreement defines Aggrieved Employees to mean all persons 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." The Settlement Agreement defines the PAGA Period as April 17, 2023 through June 19, 2026.

29. The Settlement Agreement provides the *pro-rata* payment allocation method for calculating each Aggrieved Employee's recovery and specifies the manner of distribution of these PAGA penalties to each Aggrieved Employee and a timeline on which payments may be issued.

30. Defendant Amergis shall provide the Gross Settlement Amount to the Settlement Administrator (Apex Class Action LLC) to fund the Settlement, to be paid within fourteen (14) days after the Court enters final judgment granting approval of the proposed Settlement Agreement. Within 21 days of the entry of final judgment, Defendant Amergis also shall provide the Settlement Administrator with the Aggrieved Employee Data. The Settlement Administrator shall have fourteen (14) days after its receipt of the Aggrieved Employee Data to complete the distribution of the Gross Settlement Amount to the State of California, the Aggrieved Employees, the Named Plaintiff, PAGA Counsel, and the Settlement Administrator.

31. The amount remaining in the Gross Settlement Amount after the following deductions have been made (the "Net Settlement Amount") shall be available for distribution to Aggrieved Employees:

- Up to 35% of the Gross Settlement Amount to PAGA Counsel for attorneys' fees ($1,575,000.00) and reasonable litigation costs and expenses (capped at $25,000.00);
- Up to $7,500.00 to the PAGA Representative for her service to the Aggrieved Employees and the State of California;
- Settlement administration costs, not to exceed $100,000.00, for sending notices and for calculating Aggrieved Employee penalty shares and preparing all checks and mailings; and
- PAGA Penalties in the amount of $2,094,375.00 payable to the LWDA as its 75% share of the settlement of civil penalties for PAGA claims.

32. PAGA Counsel conducted an analysis of qualifying pay periods worked by all Aggrieved Employees for the purpose of calculating *pro rata* shares of the PAGA Payment. There are an estimated 41,322 Aggrieved Employees, with 981,988 pay periods in the PAGA Class Period.

33. The Net Settlement Amount ($698,125.00) shall be divided amongst and distributed to individual Aggrieved Employees (the "Individual PAGA Payment"), calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Aggrieved Employees and (b) multiplying the result by the number of weeks worked by each Aggrieved Employee during the PAGA Period. The Individual PAGA Payment shall be 100% allocated as non-wage payment of penalties and interest paid without tax withholdings and to be reported as such to each Aggrieved Employee on an IRS Form 1099.

34. Each Aggrieved Employee shall receive a portion of the PAGA Payment proportionate to the number of Individual Workweeks that he or she worked during the PAGA Period. Each PAGA Class Member who was employed by Defendant Amergis during the PAGA Period will be issued a check for their share of the PAGA Payment regardless of whether they are currently employed by Defendant Amergis as of the Settlement's Effective Date.

35. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a check is returned as undeliverable, within seven (7) days, the Settlement Administrator will conduct a Class Member

Address Search and re-mail it to the United States Postal Service ("USPS") forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. If any Aggrieved Employee's Individual PAGA Payment check is not cashed within 180 calendar days, the check will be void. In such event, the Settlement Agreement nevertheless will be binding upon the Aggrieved Employee. The funds represented by all uncashed settlement checks, after their void date, will be transmitted by the Settlement Administrator to the California State Controller's Unclaimed Property Fund in the name of the individual Aggrieved Employee.

36. The Settlement Agreement requires that Aggrieved Employees shall provide the following release: "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, 2900, 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")."

37. Within 21 days of the Settlement Agreement's Effective Date, Defendant Amergis will provide the Settlement Administrator with the Aggrieved Employee Data in the form of a Microsoft Excel spreadsheet. As defined by the Settlement Agreement, the Aggrieved Employee Data consists

of 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 worked. This information will remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, pursuant to Defendant's express written authorization, by order of the Court, or as otherwise provided for in the Settlement Agreement.

38. Using the Aggrieved Employee Data, the Settlement Administrator will calculate each Aggrieved Employee's Individual PAGA Payment and, within fourteen (14) days of receiving the Aggrieved Employee Data, send an Individual PAGA Payment check to each Aggrieved Employee via First–Class United States mail to the most recent address known for each Aggrieved Employee. Before mailing the Individual PAGA Payment checks, the Settlement Administrator shall update Aggrieved Employee addresses using the National Change of Address database.

39. The settlement amount was a compromise figure, factoring in the inherent risks related liability and assessment of PAGA penalties. Accordingly, considering all of the circumstances of the action and the defenses raised by Defendants against liability and imposition of PAGA penalties, PAGA Counsel believes that the settlement is fair, reasonable and adequate.

40. Plaintiff and Defendant Amergis have agreed to use Apex Class Action LLC for purposes of settlement administration. The procedures for distribution of the Net Settlement fund are detailed in the Settlement Agreement.

41. I am aware of the following other pending matters or actions asserting claims that will be extinguished or adversely affected by the proposed Settlement 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.

THE STRENGTH OF PLAINTIFF'S CASE

IN LIGHT OF THE SETTLEMENT AMOUNT

42. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and PAGA Counsel's own prior litigation experience, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable, especially taking into consideration the amounts received in other PAGA actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each aggrieved employee's claim to the settlement award he or she could receive. Defendants vigorously contested liability and damages. Further, and based on the settlement negotiations, which were hard-fought and conducted in good faith and at arm's length between attorneys with substantial experience litigating PAGA actions, the Settlement Agreement was the product of a non-collusive settlement process in which the Parties

were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

43. Here, Plaintiff allege that Defendants failed pay wages for all hours worked (Lab. Code §§ 1194, 1197), failed to pay overtime wages (Lab. Code §§ 510, 1194), failed to provide legally compliant meal breaks or provide premium pay in lieu thereof (Lab. Code §§ 512, 226.7), failed to provide legally compliant rest breaks or provide premium pay in lieu thereof (Lab. Code § 226.7), failed to pay minimum wages, failed to reimburse necessary business expenses (Lab. Code § 2802), failed to provide accurate itemized wage statements (Lab. Code § 226), and failed to pay all wages due and owed upon separation of employment (Lab. Code §§ 201–203). Based on those predicate wage-and-hour violations, Plaintiff alleges unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code section 19200 *et seq*. and seeks PAGA penalties pursuant to Labor Code § 2699 *et seq*. The merits of each of these claims will be addressed separately below.

44. Plaintiff conducted discovery and investigated each of the predicate claims alleged, along with her claim for PAGA penalties. In the course of that discovery, Defendants produced the following documents and information: (a) Defendant Amergis's Employee Handbook in effect during the PAGA Period; (b) Defendant Amergis's policies and procedures in effect during the PAGA Period pertaining to reimbursement for necessary business expenses, timekeeping and meal and rest breaks; (c) Plaintiff's personnel file; (d) Plaintiff's timekeeping and payroll records and expense reports; (e) timekeeping records and payroll data for a representative sample of the putative Aggrieved Employees; and (g) Aggrieved Employee data, including the total number of Aggrieved Employees during the PAGA Period and the total number of Aggrieved Employee workweeks worked during the PAGA Period. PAGA Counsel analyzed those documents and data provided by Defendant to calculate the projected value of available PAGA Penalties.

45. Taking into account the difficulties of proof and the Defendants' defenses, Plaintiff estimates that the total amount of PAGA penalties that the Aggrieved Employees could reasonably expect to be awarded at trial is significantly less than the maximum exposure.

46. In evaluating the proposed settlement, PAGA Counsel reviewed all relevant facts, documentation, evidence and legal authority and prepared a PAGA penalties model for this action: if Plaintiff was to prevail on the merits of each of the alleged predicate violations, assuming an approximately 80% meal period violation rate as reflected by the representative sample data provided to Plaintiff by Amergis, an approximate 100% rest period violation rate, a reasonable amount of unpaid rest breaks that were deducted from Aggrieved Employees' time worked, a modest amount in unreimbursed business expenses, 100% liability for waiting time penalties under Labor Code section 203, 100% liability for Labor Code section 226 violations, and assuming approximately 41,322 Aggrieved Employees who worked 981,988 total workweeks during the PAGA Period, total recoverable potential PAGA penalties (without interest) would amount to a figure in the hundreds of millions of dollar range (calculated by 981,988 × $100 per pay period, then adding total PAGA penalties available for all alleged violations). Defendants dispute liability and Plaintiff's penalty methodology, including that courts will permit PAGA penalty stacking. Using a more conservative model that assumes only one PAGA violation per pay period at the $100 statutory penalty rate (e.g., no penalty stacking), the total PAGA penalty exposure in this case would be approximately 981,988 × $100, or $98,198,800.00.

47. Defendants deny Plaintiff's allegations and dispute liability for the alleged Labor Code violations and resulting PAGA penalties. Defendant Amergis also sought to bifurcate Plaintiff's individual and non-individual PAGA claims and stay discovery concerning the non-individual PAGA claims, which Plaintiff opposed and the Court denied. Defendant MHSI also disputed throughout these proceedings that it was a proper defendant in this case. In evaluating the proposed settlement, Plaintiff's counsel considered Defendants' defenses and the risks those defenses presented, together with the expense, delay, and uncertainty associated with continued litigation.

Unpaid Minimum, Straight Time and Overtime Wages

48. Plaintiff alleges that Defendants failed to pay Plaintiff and other Aggrieved Employees minimum and/or straight-time wages for all hours worked and overtime premium wages for all overtime hours worked as a result of a combination of Defendants' company policies and practices

in effect during the PAGA Period. There are three (3) primary components of unpaid (or underpaid) wages at issue: (1) unpaid working time resulting from Defendants' systematic rounding down of Aggrieved Employees' time entries and hours worked; (2) unpaid off-the-clock work performed by Aggrieved Employees before and after scheduled shifts and recorded working hours; and (3) time spent working during unpaid rest periods.

49. PAGA Counsel has reviewed the initial timekeeping data sample provided by Amergis and found that these records appeared to show routine rounding of time clock entries to shave 5 to 15 minutes off employee worktime. PAGA Counsel also found that the sample records provided by Amergis reflect shift date, start time, end time, and "recorded hours," and that Aggrieved Employees were paid for "recorded hours," which reflect a consistent rounding down of shift start and end times. Accordingly, due to Defendant's policies and practices, Plaintiff and other Aggrieved Employees were underpaid for some hours, not paid any wages whatsoever for other hours, and were not paid overtime premium wages for all overtime hours worked.

50. Defendants deny Plaintiff's allegations and contend that they complied with all applicable wage laws and regulations and all applicable overtime laws. If Defendants' contentions are proven true and prevail in trial, the likely outcome of this claim would be no recovery for the State or the Aggrieved Employees.

51. PAGA Counsel analyzed the documentation provided by Defendants during formal and informal discovery. Based on that analysis, PAGA Counsel found apparent rounding of time entries in approximately 70% of the representative sample provided by Amergis.

52. When for the strength of and potential PAGA penalties associated with this predicate cause of action, however, PAGA Counsel took into consideration the chances of prevailing on the merits and applied appropriate discounts. Defendant denied Plaintiffs' allegations and calculations.

Failure to Provide Required Meal Periods

53. Plaintiff alleges that Defendants failed to provide Plaintiff and Aggrieved Employees with legally compliant meal periods, as required by Labor Code sections 226.7 and 512 and applicable IWC Wage Order(s). Pursuant to California law, "[n]o employer shall employ any person

for a work period of more than five (5) hours without a meal period of not less than 30 minutes." Cal. Lab. Code § 512(a); IWC Wage Order 4-2001 §11(A). Furthermore, for the 30-minute meal period, the employee must be free of all duties. *Id*. If the employee is not relieved of all duty during the meal period, then the meal period shall be considered an "on-duty" meal period and counted as time worked. *Id*. Additionally, "[i]f an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided." IWC Wage Order 4-2001, §11(D).

54. After evaluating the information provided to PAGA Counsel by Defendants, including reviewing and analyzing representative sample time records provided for the putative Aggrieved Employees, the information provided by Defendants disclosed numerous potential violations. Defendant Amergis's timekeeping records revealed that clock-out and clock-in times for meals were not recorded for significant portions of the PAGA Period, giving rise to a presumption (rebuttable) that no compliant meal periods were provided. The same records also showed that Amergis routinely auto-deducted 30 minutes per day from time worked by Aggrieved Employees. Based on the records provided, PAGA Counsel estimated the rate of unique meal period violations to be approximately 80% for all meal period-eligible shifts worked by Aggrieved Employees during the PAGA Period.

55. Defendants deny Plaintiff's allegations and contend that they complied with all meal period laws. If Defendants' contentions are proven true and prevail in trial, the likely outcome of this claim would be no recovery for Aggrieved Employees or the State of California. When assessing the strength of this predicate cause of action and potential associated PAGA Penalties, PAGA Counsel took into consideration the chances of prevailing on the merits and applied appropriate discounts.

Failure to Provide Required Rest Periods

56. Plaintiff alleged that Defendants failed to provide Aggrieved Employees with all ten (10)-minute rest periods to which they were entitled pursuant to Labor Code section 226.7 and applicable IWC Wage Orders. Under California law, every employer is required to provide

employees with rest periods, at the rate of "ten (10) minutes net rest time per four (4) hours [worked] or major fraction thereof." IWC Wage Order 4-2001, § 12(A). California employers must also provide their employees with an additional ten (10)-minute rest period for each additional four (4) hours worked, or major fraction thereof. *Id.* If an employer fails to provide an employee with a required rest period, then the employee is entitled to one (1) additional hour of compensation at the employee's regular rate of pay for each workday that a rest period was not provided. *See* Cal. Lab. Code § 226.7(c).

57. Plaintiff alleges that Defendants did not provide Aggrieved Employees with all legally required rest periods to which they were entitled. Defendants' alleged violation of the rest period law would trigger consequent liability under Labor Code section 226.7 because Defendants failed to pay Plaintiff and Aggrieved Employees who were not provided with a statutorily required rest period one (1) additional hour of compensation at each employee's regular rate of pay for each workday that a rest period was not provided.

58. Defendants denied Plaintiff's allegations. Defendants asserted that they complied with rest period law and its policies include provisions in compliance with California law. If Defendants' contentions are proven true and prevail at trial, the likely outcome of this predicate claim would be no recovery for Aggrieved Employees or the State of California.

59. PAGA Counsel assumed a virtually 100% rest period violation rate for each and every shift worked by Aggrieved Employees throughout the PAGA Period. When assessing the strength of this predicate violation and potentially available associated PAGA penalties, however, PAGA Counsel took into consideration the chances of prevailing on the merits and applied appropriate discounts. Defendants denied Plaintiff's allegations and penalty calculations.

Failure to Reimburse Necessary Business Expenses

60. California Labor Code section 2802 requires that an "employer 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, or of his or her obedience to the directions of the employer. . . ."

61. Plaintiff alleged that, throughout the PAGA Period, Defendants failed to reimburse Plaintiff and Aggrieved Employees for all necessary expenditures they incurred on Defendants' behalf, as required by California Labor Code section 2802. In particular, Plaintiff alleged that Defendants failed throughout the PAGA Period to reimburse her and other Aggrieved Employees for all mileage and cell phone expenses incurred in connection with use of their personal vehicles and cell phones for Defendants' business purposes.

62. Defendants deny Plaintiff's allegations and contend that they complied with all laws regulating the timely reimbursement of necessary business expenses for employees. If Defendants' contentions are proven true and prevail at trial, the likely outcome of this claim would be no recovery for the State of California or Aggrieved Employees. When assessing the strength of this predicate cause of action and associated available PAGA Penalties, PAGA Counsel took into consideration the chances of prevailing on the merits and applied appropriate discounts.

Failure to Pay All Wages Due to Discharged and Quitting Employees

63. Labor Code section 203 provides that if an employer willfully fails to pay an employee all wages due at termination or within 72 hours of resignation, then that employee's wages shall continue as a penalty until paid for a period of up to thirty (30) days from the date they were due. Because Plaintiff and other Aggrieved Employees stopped working for Defendants but were not paid all compensation due and owed to them for the reasons discussed above, Plaintiff and Aggrieved Employees did not receive all wages due upon separation of employment.

64. Defendants argued that, under Labor Code section 203, employers are only obligated to pay waiting time penalties if they "willfully" fail to pay wages due and owing at the time of termination or resignation. As Title 8, California Code of Regulations, section 13520 states:

> A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due. However, a good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203.
>
> A "good faith dispute" that any wages are due occurs when an employer presents a defense, based in law or fact, which, if successful, would preclude any recovery on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist.

> Defenses presented which, under all the circumstances, are unsupported by any evidence, are unreasonable, or are presented in bad faith, will preclude a finding of a "good faith dispute."

65. Defendants denied Plaintiff's allegations. Defendants maintain that they had viable defenses in both law and fact. If Defendants' contentions are proven true and prevail at trial, the likely outcome of this claim would be either no recovery for the State of California and Aggrieved Employees, or a significantly reduced recovery.

66. When assessing the strength of this predicate cause of action and associated potential PAGA Penalties, PAGA Counsel took into consideration the chances of prevailing on the merits of the underlying causes of action, along with the additional hurdles associated with prevailing on the merits of this derivative cause of action, and applied appropriate discounts. In particular, Plaintiff would have to prove that Defendants' actions were "willful" under the meaning of Labor Code section 203.

Failure to Furnish Accurate Itemized Wage Statements

67. Plaintiff also alleged a predicate cause of action under Labor Code section 226(a), which requires that an employer provide each employee with an accurate itemized wage statement twice a month or each time wages are paid, whichever is more frequent. Pursuant to section 226(a), a compliant wage statement must include nine (9) specifically enumerated pieces of information. Failure of an employer to provide complete information as required by any one or more of these items will trigger liability under section 226. *See* Cal. Lab. Code § 226(e)(2)(B).

68. Plaintiff argued that the paystubs Defendants provided to Aggrieved Employees were facially defective because they failed to provide timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the employing legal entity and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate.

69. Defendants denied all of Plaintiff's allegations and contended that the wage statements it provided to Aggrieved Employees were timely, accurate and legally sufficient under the Labor Code. If Defendants' contentions are proven true and Defendants prevail at trial, the likely outcome of this predicate claim would be no recovery for the Aggrieved Employees or the State of California.

70. When assessing the strength of this predicate cause of action and associated available PAGA Penalties, PAGA Counsel took into consideration the chances of prevailing on the merits and applied appropriate discounts.

Alleged PAGA Penalties

71. The Labor Code Private Attorneys General Act ("PAGA"), codified at Labor Code section 2699 *et seq.*, allows Plaintiffs to obtain civil penalties on behalf of themselves and other Aggrieved Employees for Defendant's violation of any provision of the Labor Code enumerated by section 2699.5. Where civil penalties are provided for in the statute, those civil penalties are recoverable; where no civil penalties are recoverable, Labor Code section 2699(f) establishes civil penalties of one hundred dollars ($100.00) for each Aggrieved Employee per pay period for the initial violation and two hundred dollars ($200.00) for each Aggrieved Employee per pay period for each subsequent violation. Cal. Lab. Code § 2699(f)(2). Pursuant to Labor Code section 2699(i), seventy-five percent (75%) of the penalties recovered must be allocated to the LWDA, with the remaining twenty-five percent (25%) allocated amongst the Aggrieved Employees. The limitations period for all PAGA penalties is one (1) year prior to the filing of the Operative complaint.

72. PAGA penalties are not mandatory, but permissive. Labor Code section 2699(e)(2) states that "a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." *See also Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision).

73. PAGA penalties are also derivative of Plaintiff's predicate substantive claims, and accordingly, Plaintiff's PAGA claim is subject to the same defenses as the underlying claims on which it is based. Finally, following the analysis set forth in *Amaral v. Cintas Corp.* (2008) 163 Cal. App. 4th 1157, it could be argued that PAGA penalties only may be awarded at the rates obtainable for initial violations under the applicable statutes, because Defendants were not notified of the alleged violations. *Id.* at 1208-1209.

74. Based on an estimated 41,322 Aggrieved Employees working a total of 981,988 pay periods during the PAGA Period, and conservatively assuming one (1) PAGA-eligible violation per PAGA Class Member per pay period, PAGA Counsel estimates Defendants' total exposure for PAGA penalties at approximately $98,198,800.00. Because many courts are reluctant to allow stacking of PAGA penalties, PAGA Counsel has refrained from stacking PAGA penalties in its penalty projections.

75. After calculating estimated total exposure for PAGA penalties, PAGA Counsel then applied appropriate discounts in light of the countervailing arguments with regards to each predicate cause of action, and in light of the Court's power to award a "lesser amount than the maximum civil liability." Based on the totality of that analysis, PAGA Counsel believes that the proposed PAGA settlement of $4,500,000.00 is fair, reasonable and adequate. Defendants denied Plaintiff's PAGA allegations and estimated penalty calculations.

Summary

76. The foregoing discussion has sought to explain how the PAGA settlement amount is adequate in light of the merits of Plaintiff's case, taking into account the legal basis for each of Plaintiff's alleged predicate causes of action, the evidence that PAGA Counsel gathered in support of those causes of action, and Defendants' legal and factual arguments that worked to derogate from the strength of Plaintiff's case.

77. PAGA Counsel had to apply appropriate discounts in light of the facts and law as discussed above. Defendants argued several defenses, including that Defendants were complying with all applicable laws, and therefore were not liable to Plaintiff and the Aggrieved Employees at all. Defendants also argued that that as a temporary staffing agency, Amergis could not be held vicariously liable for the wage and hour violations of its clients' worksites and that it fulfilled its own independent obligations by issuing compliant written policies to its employees. This settlement, like most others, was the product of compromise. Because of these and other risks, a recovery of $4,500,000.00 under the proposed Settlement Agreement is an excellent result. The proposed

settlement before the Court amounts to approximately 4.5% of Defendants' total estimated exposure for PAGA penalties, exclusive of interest.

THE RISKS, EXPENSE, AND LIKELY DURATION OF FURTHER LITIGATION THROUGH TRIAL

78. Further litigation of this case posed real risks for a number of reasons. First, there were the risks of unfavorable rulings on the merits of the various indeterminate legal issues outlined in the previous section. Almost every underlying cause of action at issue was subject to some unique indeterminacy of its own, and the derivative causes of action were thus subject to a double indeterminacy, both their own and those of the causes of action on which they were based.

79. This case presented several challenges which make further litigation risky for Plaintiff and the Aggrieved Employees, including the provability of Plaintiff's underlying asserted claims. Trial manageability concerns raised by the sheer number of Aggrieved Employees who worked during the PAGA Period (41,322 non-exempt employees) and diverse work locations and job circumstances (over 900 job locations) will make this a challenging case to try. It is possible that a trial court would not even permit the rest break allegations to proceed on a group basis. Rest breaks are not recorded and rest period violations are notoriously difficult to prove, even more so in this case considering the differing working environments at approximately 1,000 different work sites throughout the State of California. In addition, the court may limit the size and scope of the case at trial in ways that are difficult for the Parties to predict in advance. In addition, while this case pre-dates the 2024 change in the law for calculating PAGA penalties (for employers like Amergis which pays its employees weekly), it is likely that in calculating any penalty the equitable principles underlying the recent changes in the law will result in a substantial reduction in any overall PAGA penalties awarded by the Court.

80. Finally, it is always preferable to reach a relatively early resolution of a dispute because, in addition to what has already been said, such resolutions save time and money that would otherwise go to litigation. Most cases settle sooner or later. If this case ended up settling after further litigation, the settlement amount would have taken into account the additional costs incurred, and

there might have been less available for Aggrieved Employees. This is not just an abstract contention. The Parties were moving into the phase of this litigation where they would have had to conduct further formal discovery and investigation to establish liability for trial. Further discovery disputes would have been in the offing. The Parties were also aware that a massive PAGA trial involving more than 41,000 Aggrieved Employees would be an exceedingly complicated and expensive proceeding, and then there was the likelihood of a long, drawn-out appeals process. In contrast, the settlement provides real benefits for Aggrieved Employees and the State of California in the immediate future. The benefits are not insignificant for anyone, especially given the current economic climate. Consequently, the risk and expense of further litigation outweighed any benefit that might have been gained otherwise.

CONCLUSION OF THE FAIRNESS ANALYSIS

81. The foregoing discussion demonstrates the fairness of the proposed PAGA settlement in this case and establishes that the proposed settlement is fair, reasonable, and adequate. PAGA Counsel conducted a thorough investigation of the subject wage-and-hour practices and engaged in non-collusive, arm's-length negotiations in order to reach a settlement. Defendants have agreed to pay fair value to settle Plaintiff's claims given the existence of legal uncertainty, and the Defendants' initial belief that they were in complete compliance with the law. From PAGA Counsel's substantial experience with wage-and-hour and PAGA lawsuits, PAGA Counsel believes that this case could not have settled on better terms under the circumstances. Request therefore is made that the settlement be granted approval so that both the Aggrieved Employees and the State of California can immediately reap its benefits.

REPRESENTATIVE SERVICE PAYMENT TO PLAINTIFF AS REPRESENTATIVE FOR THE AGGRIEVED EMPLOYEES

82. Plaintiff is entitled to a reasonable service payment for her effort and initiative in bringing and helping to prosecute this action. Plaintiff spent a considerable amount of time better apprising herself of her rights, deciding whether remedial action should be taken and how it should be taken, searching for attorneys, and finally contacting PAGA Counsel, who spent many hours with

Plaintiff discussing this case and the applicable law. In the end, Plaintiff decided to vindicate not only her own rights but also those of her co-workers by filing a PAGA lawsuit.

83. The courage it took to stand up to Defendants in this way should not be underestimated. By suing Defendants, Plaintiff increased her risk of retaliation by prospective employers. Plaintiff's lawsuit has now cost Defendants considerable resources, and Plaintiff contends such conduct will not be lost on a prospective employer who has to choose between an applicant who has never sued a prior employer and one who has. Plaintiff contends this risk is particularly real in the information age, where employers can more easily than ever perform background checks of prospective employees, sometimes with the stroke of a key.

84. Plaintiff did not allow her fears of the potential repercussions of being a PAGA representative deter her from acting for the benefit of the Aggrieved Employees and the State of California itself. To the contrary, Plaintiff has been intimately involved in this case since its inception. She has devoted a substantial amount of time to helping PAGA Counsel effectively develop and prosecute this action at every stage of the litigation. Both before and after the filing of this lawsuit, Plaintiff conferred with PAGA Counsel on numerous occasions to discuss every aspect of this case, provided PAGA Counsel with information about Defendants and their company practices and policies, provided PAGA Counsel with information about the industry generally, reviewed documents, identified potential witnesses, consulted PAGA Counsel throughout the litigation repeatedly and at length, participated in the mediation process, assisted in preparing and reviewing discovery responses and in identifying and locating documents for production, monitored the progress of the litigation with PAGA Counsel, and reviewed and signed the Settlement Agreement.

85. Plaintiff has spent a significant amount of time with PAGA Counsel detailing her knowledge of Defendants' policies and practices and helping PAGA Counsel with the prosecution of this action. She has diligently, adequately, and fairly represented Aggrieved Employees, and has not placed her interests above any other putative Aggrieved Employee. The requested Representative Service Payment to Plaintiff is intended to recognize her time and effort on behalf of the Aggrieved

Employees and the State of California. The amount requested is fair and appropriate based on her contribution to and involvement in this action. Plaintiff instigated this lawsuit by bringing these violations to the attention of PAGA Counsel. She spent several hours answering questions and providing information to PAGA Counsel throughout the pendency of this action. Plaintiff identified witnesses, explained to PAGA Counsel Defendant's day-to-day business practices, etc. The Parties are in agreement that Plaintiff is entitled to a representative service award for her time and effort in this matter. This sort of payment to a PAGA representative has been a common feature of settlements negotiated by PAGA Counsel and has been routinely approved by trial courts.

86. In light of the foregoing, PAGA Counsel believes that a PAGA Representative Service Payment to Plaintiff in the amount of $7,500.00 is fair and reasonable. This amount is orders of magnitude lower than the $50,000.00 in representative incentive awards to the two named plaintiffs approved by the trial court in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 807. Although PAGA Counsel appreciates that the Court has a duty to ensure that PAGA representatives are not overcompensated at the expense of the Aggrieved Employees or the State, modest incentive awards in PAGA representative actions, such as the one here, are necessary not only to compensate PAGA representatives for the time they spend in the case, but also, and more importantly, to encourage Aggrieved Employees to challenge questionable employment practices notwithstanding the very real consequences they may face.

REQUEST FOR ATTORNEYS' FEES AND LITIGATION COSTS

87. The proposed Settlement Agreement calls for the payment of up to 35% of the Gross Settlement Amount for attorneys' fees ($1,575,000.00). This request is fair, reasonable, and appropriate to compensate PAGA Counsel for the substantial work they have put into this case, the risk they assumed by taking it in the first place, and the outstanding results they obtained. The attorneys' fees award is intended to reimburse PAGA Counsel for all uncompensated work that they already have done and for all the work they will continue to do in assisting in the administration of the settlement if it is approved by the Court.

88. My firm took this case on a contingent-fee basis against a business represented by a reputable defense firm. I am well acquainted with the contingent-fee market throughout California, particularly as it pertains to PAGA and class-action litigation. When we take contingent cases, we must pay careful attention to the economics involved or one bad case can destroy years of work. Accordingly, when we take contingency cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the number of hours in a day is limited. Because of this, when we take on one particular matter, we are unable to take on other matters. When PAGA Counsel became involved in this case, we realized the time commitment that it would entail, and we were forced to turn down matters that we otherwise should have been able to handle. In sum, this case claimed a significant portion of PAGA Counsel's time and attention throughout its two-and-a-half year lifespan.

89. PAGA Counsel Fees payable from the Gross Settlement Amount to our firm in no way undermines our fiduciary duties to the Aggrieved Employees, the LWDA or the State of California.

90. The amount of attorneys' fees requested by the proposed Settlement Agreement will fairly compensate PAGA Counsel for their successful vindication of the Aggrieved Employees' rights, taking into account the quality, nature, and extent of counsel's efforts, and the fact that the amount of fees for which approval is sought is consistent with legal precedent. PAGA Counsel's diligent, efficient, and creative pursuit of this matter over a period of two-and-a-half years positioned Plaintiff to settle this action successfully, affording redress to the Aggrieved Employees, providing substantial and immediate benefit to the State of California, and avoiding the inevitable expense and risk inherent in protracted litigation. In sum, it was through the efforts of Plaintiff and PAGA Counsel that the considerable benefits of the settlement were obtained.

91. Our firm has devoted substantial time and resources to this matter. Among other things, we investigated Plaintiff's allegations; prepared the original Complaint, the First Amended Complaint, and the original and Amended PAGA Notice; analyzed and met and conferred with defense counsel regarding the arbitration agreement signed by Plaintiff and addressed the dismissal of the putative class allegations; conducted and responded to formal and informal discovery;

participated in discovery-related proceedings, including extensive and protracted meet-and-confer discussions and work-intensive and time-consuming preparation for Informal Discovery Conferences and eventual discovery motion practice on two separate occasions; reviewed and analyzed voluminous time and pay records, personnel records, employment handbooks and policies, and other relevant documents; researched applicable law and potential defenses, including Defendants' proposed *Serrano* defense; analyzed potentially available PAGA penalties; researched and successfully opposed Defendant Amergis's Motion to Bifurcate and Stay; prepared for and participated in mediation; engaged in extensive arms-length settlement negotiations; and devoted substantial amounts of time to drafting and revising the proposed Settlement Agreement and approval papers.

92. As of the date of this filing, our firm has invested over 491 hours of total attorney time in this matter. I estimate that I have personally spent a total of 186 hours on this case to date, as follows:

- Pre-suit investigation, PAGA notice, LWDA filing, intake — 15 hours;
- Pleadings — complaint, FAC, class dismissal papers, motions — 22 hours;
- Case management conferences — preparation and statements (6 total) — 10 hours;
- Client communications and strategy over 2.5 years — 38 hours;
- Opposing counsel negotiations — discovery, pre-mediation, case positioning — 28 hours;
- Review of defense filings, discovery responses, and case record — 18 hours;
- Mediation preparation and participation (5/6/26) — 35 hours; and
- Post-mediation — settlement agreement, Amended LWDA notice, motion for approval oversight — 20 hours.

93. Attorney Shelley Mack has spent an estimated total of 305 hours on this case to date, as follows:

- Pre-suit investigation, records analysis, case evaluation — 15 hours;
- Client communications and strategy – 10 hours;
- Discovery drafting, review of responses, document analysis — 55 hours;

- Discovery disputes, meet and confer efforts — M&C, IDC statements and conference preparation, ex parte to compel — 50 hours;
- Opposition to Motion to Bifurcate — research, briefing, declaration, reply, hearing preparation — 55 hours;
- Drafting declarations (9/9/25 and 2/23/26) and supporting litigation papers — 12 hours;
- Researching and drafting ex parte motion to continue trial and IDC (3/4/26) — 8 hours;
- Researching and drafting original and supplemental mediation briefs — 30 hours;
- Preparing for and attending mediation (5/6/26) — 10 hours;
- Settlement agreement negotiation & drafting – 20 hours; and
- Researching and drafting motion for settlement approval and supporting papers — 40 hours.

94. My current Laffey Matrix rate, as a 2008 UCLA Law graduate with eighteen (18) years of experience, is $1,019.00 per hour, and attorney Shelley Mack's current Laffey Matrix rate, as a 2000 Berkeley Law graduate with 26 years of experience, is $1,227.00 per hour. A true and correct copy of the most recent Laffey Matrix as published on its website is attached hereto as **Exhibit C**. The lodestar amount for hours I have personally worked on this case is $189,534.00 (186 hours x $1,019.00/hour). The lodestar amount for hours attorney Shelley Mack has worked on this case is $374,235.00 (305 hours x $1,227.00/hour). The combined attorney lodestar for PAGA Counsel is $563,769.00. PAGA Counsel's requested attorneys' fees in the amount of $1,575,000.00 is calculated by applying a multiplier of 2.79 to PAGA Counsel's combined attorney lodestar.

95. PAGA Counsel's fee request, agreed upon by the Parties, in an amount equal to 35% of the total settlement in this case, is well within the bounds that have been established by existing law and recent awards, and Defendants have no objection to an award of fees in the amount requested.

96. The requested fee is reasonable for the services provided to Aggrieved Employees and the State of California and for the benefits they are to receive under the proposed Settlement Agreement. Indeed, even with a modest multiplier under the lodestar theory, *see Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997, PAGA Counsel's fees are still justified.

97. The Parties agreed that PAGA Counsel's litigation expenses shall not exceed $25,000.00, subject to Court approval. As of the date of this declaration, PAGA Counsel has incurred a total of $19,577.35 in reasonable and necessary litigation expenses in prosecuting this action for the benefit of the State and the Aggrieved Employees. A true and correct copy of PAGA Counsel's contemporaneous, itemized cost ledger for this matter is attached hereto as **Exhibit D**. I anticipate that any additional costs to finalize approval and settlement administration will remain within the $25,000.00 cap.

LWDA FILINGS

98. On October 2, 2026, Plaintiff submitted an Amended PAGA Notice to Defendants and the LWDA pursuant to Labor Code section 2699.3, subdivision (a), supplementing the facts and theories supporting Plaintiff's alleged Labor Code violations and served a copy thereof on Defendants. A true and correct copy of that October 2, 2026 Amended PAGA Notice is attached hereto as **Exhibit E**.

99. On November 4, 2026, Plaintiff submitted a copy of the Proposed Settlement Agreement to the LWDA. A true and correct copy of the LWDA's confirmation of receipt of that November 4, 2026 filing through the LWDA's PAGA Portal is attached hereto as **Exhibit F**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on November 4, 2026, at Santa Monica, California.



By:_____
Danny Yadidsion, Esq.

EXHIBIT A

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)

EXHIBIT B

LABOR LAW

100 Wilshire Blvd, Suite 700
Santa Monica, California 90401

877-77-LABOR
LaborLawPC.com

Danny Yadidsion, Esq.
310-494-6082 | danny@laborlawpc.com

April 15, 2024

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Maxim Healthcare Staffing Services, Inc.
c/o:
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA

Maxim Healthcare Services, Inc.
c/o:
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA

RE: *Monica Stewart v. Maxim Healthcare Staffing Services, Inc., et al.*

To Whom It May Concern:

This office represents Monica Stewart ("Claimant") who was employed by Maxim Healthcare Staffing Services, Inc. and/or Maxim Healthcare Services, Inc. and related entities ("Respondents"). This letter is notice, and a request, pursuant to Labor Code § 2699.3 that your agency investigates the claims in this impending civil action. If the agency does not intend to investigate the alleged violations, we specifically request such notification to allow Claimant to file a civil action to pursue PAGA claims.

This action is brought on behalf of Claimant and similarly-situated non-exempt employees currently and formerly employed at all of Respondents' locations in California (referred to herein as "similarly-situated employees"), to recover penalties for unlawfully withheld wages for overtime work, unpaid wages for all hours worked, waiting time penalties, unlawfully withheld wages for meal and rest period violations, payroll reporting violations, failure to pay wages, reimbursement of employee's expenses, violation of other California laws, as well as other statutory penalties and damages owed to Claimant by Respondents.

Continuously during the year prior to the date of this notice, prior to that, and continuing through the pendency of this claim, Respondents did not pay Claimant and other similarly-situated employees overtime pay (one and a half times their hourly rate) for their work over 8 hours per day and 40 hours per week and double-time pay (two times their hourly rate) for their work over 12 hours per day, and also did not properly relieve Claimant and other similarly-situated employees for statutorily required thirty minute meal periods every five hours and ten minute rest periods every four hours and failed to provide the wages and premiums due for missed meal periods and rest periods on a daily basis.

Respondents have failed and continue to fail to pay Claimant and all similarly-situated employees: overtime pay *i.e.* time and a half for work in excess of eight hours a day and forty hours per week; double for work in excess of twelve hours a day; penalties due for the failure to provide meal and rest periods; and have failed to provide and continue to fail to provide Claimant with accurate, itemized wage statements reflecting actual wages, overtime, and meal/rest period premiums.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Pay Wages

Respondents violated California Minimum Wage Order (MW-2014), Labor Code sections 1194, 201, 202, 203, 204, 226.2 by not paying Claimant's agreed upon wage and minimum wage for hours worked after the finish time of the workday. Labor Code section 1194 states that any employee receiving less that the legal minimum wage is entitled to recover in a civil action the full amount of this minimum wage, including interest thereon, reasonable attorney's fees, and costs of suits. Labor Code section 1194.2 states that in any action under section 1194 to recover wages because of the payment of a wage less than the minimum wage an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully paid and interest thereon.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Waiting Time Penalties

Respondent violated Labor Code sections 201, 202, 203, and 204 and is subject to sections 218.5, and 218.6. Labor Code section 201 provides that if an employer discharges an employee, the employee's wages that have been earned and are unpaid at the time of discharge shall be paid immediately. Labor Code section 202 provides that if an employee quits, his or her wages become due not later than 72 hours thereafter or if an employee gives 72 hours previous notice of his or her intention to quit the employee's wages are due at the time of quitting. Labor Code section 203 provides that if the employer willfully fails to pay any wages of an employee who is discharged or who quits, the employee's wages shall continue as a penalty from the due date of the payment of the wages, at the same rate, until such wages paid or an action commenced, but not more than 30 days. Labor Code section 204 provides that all wages earned by an employee are due and payable twice during a calendar month on days designated in advance as regular paydays by the employer. Labor Code section 218.5 provides that the court shall award attorneys' fees and costs to the prevailing party in an action for nonpayment of wages. Labor Code section 218.6 provides that in an action for nonpayment of wages, court shall award interest on all due and unpaid wages.

Respondent did not pay Claimant and all similarly-situated employees' wages due when Respondent terminated their employment or within 72 hours of when the similarly-situated employees resigned. Respondents willfully failed and refused, and continue to willfully refuse, to timely pay compensation and wages, including overtime pay; and payments for meal and rest periods not provided. As a result, Respondents are liable for the amount of wages due, interest, and waiting time penalties, any other statutory penalties, other damages, together with attorneys' fees and costs.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure To Pay Overtime Compensation

Respondents have violated Labor Code section 510 and are subject to Labor Code sections 1194 and other relevant Labor Code sections such as 226.7, 1194, 1194.2, 1194.3, 1197, 1198, and other pertinent sections of the Labor Code. Labor Code section 510 provides that any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee and any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. Labor Code section 1194 provides that any employee who receives less than the legal overtime compensation due said employee is entitled to recover in a civil action the full amount of the overtime compensation, interest on said compensation, and reasonable attorneys' fees and costs of suit.

Respondents have violated the Labor Code section by not paying Claimant and all similarly-situated employees rightfully earned overtime pay for their working more than 8 and 12 hours per day and more than 40 hours per week on a daily and weekly basis. As a result of Respondents' failure to pay Claimant's rightfully earned overtime pay, Respondents are liable for all back overtime pay, waiting time penalties, and any other penalties imposed by the Labor Code which include but are not limited to, interest, and attorneys' fees and costs.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Provide Meal and Rest Periods

Respondents violated Labor Code section 226.7 and 226.2 by not providing Claimant with a legally required ten-minute rest period during each four-hour segment of work. Respondents further violated Labor Code sections 226.7 and 512 by not providing Claimant with a meal period of not less than 30 minutes for each work period of more than five hours per day and a second meal period of not less than 30 minutes for a work period of more than 10 hours day.

Respondents are liable to Claimant for one hour of additional pay at the regular rate of compensation for each workday that the required rest periods were not provided and one hour of additional pay at the regular rate of compensation for each day that the required meal periods were not provided.

Respondents are also liable for civil penalties pursuant to Labor Code sections 558 and 2698 in the amount of $50.00 for each pay period during which Claimant was not provided required rest and meal periods for the initial violation; and $100.00 for each pay period during which Claimant was not provided required rest and meal periods for each subsequent violation.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Furnish Accurate Wage Statements

Labor Code § 226 (a) requires employers to furnish each employee with an accurate statement, which includes but is not limited to, gross wages earned, the total numbers of hours worked, and the net wages earned. Labor Code § 226 (e) provides that if an employer fails to provide a statement complying with § 226 (a), then the employee is entitled to recover the greater of actual damages or $50.00 for the

initial violation and $100.00 for each subsequent violation, up to $4,000.00 Respondents failed to furnish and continue to intentionally furnish Claimant and all similarly-situated employees with timely, itemized statements that meet the requirements of Labor Code § 226 (a) because those statements failed to include an accurate itemization of the employees' meal/rest breaks, hours worked, wages paid, including wages due for work after the finish of the workday, and overtime rates.

Respondents are therefore liable for civil penalties pursuant to Labor Code sections 226.2, 226.3 and 2698 in the amount of $250.00 for the initial violation and $1,000.00 per subsequent violation.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Reimburse Employees for Necessary Expenditures

Labor Code § 2802 states the following:

> (a) An employer 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, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.
> (b) All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.
> (c) For purposes of this section, the term "necessary expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section.
> (d) In addition to recovery of penalties under this section in a court action or proceedings pursuant to Section 98, the commissioner may issue a citation against an employer or other person acting on behalf of the employer who violates reimbursement obligations for an amount determined to be due to an employee under this section. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the commissioner shall be the same as those set forth in Section 1197.1. Amounts recovered pursuant to this section shall be paid to the affected employee.

Respondents failed to reimburse Claimant and similarly situated employees for business expenses.

* * * * *

Respondents are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We provide notice under the Private Attorney's General Act of 2004, Labor Code sections 2699, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may file a complaint against Respondents for the violations discussed in this letter. It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code section 2699 should your office not address these matters within the appropriate statutory time.

LABOR LAW

Very truly yours,



Danny Yadidsion

Department of Industrial Relations
STATE OF CALIFORNIA

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1022336-24
Plaintiff for PAGA Case: Monica Stewart
Filer/Attorney for PAGA Case: Danny Yadidsion
Law Firm for PAGA Plaintiff: Labor Law PC
Employer: Maxim Healthcare Staffing Services, Inc.
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type:
Court Name:
PAGA Court Case Number:
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type

EXHIBIT C

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406

6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

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

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

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

EXHIBIT D

Date	Invoice No.	Vendor	Document No.	Description		Amount	Column1
4/15/2024	ONLINE	USPS	1	MAILING PAGA LETTER x2	$	17.38	
4/15/2024	ONLINE	LWDA	2	FILING PAGA LETTER	$	75.00	
4/18/2024	22667906	ONE LEGAL	3	Service of Summons and Complaint	$	41.18	
4/18/2024	22667905	ONE LEGAL	4	Service of Summons and Complaint	$	41.18	
4/18/2024	22698885	ONE LEGAL	5	Filing POS of Summons	$	19.71	
4/12/2024	22667904	ONE LEGAL	6	FILING COMPLAINT and Summons	$	1,497.05	
4/26/2024	22771471	ONE LEGAL	7	FILING POS BY MAIL	$	15.39	
4/26/2024	22771480	ONE LEGAL	8	FILING POS BY MAIL	$	19.71	
4/16/2024	22687971	ONE LEGAL	9	File Amended Summons	$	19.71	
6/21/2024	23175943	ONE LEGAL	10	FILING OF AMENDED COMPLAINT	$	19.71	
7/2/2024	23243718	ONE LEGAL	11	REQUEST FOR DISMISSAL FEE	$	19.71	
2/13/2025	24705433	ONE LEGAL	12	CMS Filing Fee	$	23.44	
12/24/2024	24389145	ONE LEGAL	13	CMS POS	$	23.44	
7/18/2025	22667904	ONE LEGAL	14	REFUND for complex filing fee	$	-1,032.50	
6/26/2025	25686012	ONE LEGAL	15	Notice of Posting of Jury Fees and Notice of Ruling	$	179.35	
6/23/2025	25653696	ONE LEGAL	16	E-filing of Notice	$	23.44	
5/15/2025	25390767	ONE LEGAL	17	Court filing of Ex Parte Application	$	86.42	
5/15/2025	25393679	ONE LEGAL	18	E-filing of Notice	$	23.44	
4/1/2026	8139064	JAMS	19	Mediation Fee	$	13,388.70	
2/26/2026	27542387	ONE LEGAL	20	Declaration of Informal Discovery Conference	$	24.53	
6/30/2026	8312452	JAMS	21	Extra time fee for mediator's proposal	$	4,756.85	
August		ONE LEGAL	22	Motion for Approval filing	$	84.70	
10/2/2026	10504352	Letterstream	32	PAGA mailing x2	$	19.72	
				Request for Dismissal	$	24.53	
3/4/2026	27617042	ONE LEGAL	28	otice Of Joint Ex Parte Application To Continue Informal Discovery Conferen	$	87.66	
3/4/2026	27617070	ONE LEGAL	30	POS	$	24.53	
9/9/2025	26266045	ONE LEGAL	29	Opp to D's Motion to Bifurcate	$	23.44	
3/23/2026	27772560	ONE LEGAL	31	Notice	$	24.53	
11/2/2026	\-2026-3719060!	LA Court	33	Copy of the Judgment	$	5.40	
Total					**$**	**19,577.35**	

EXHIBIT E

LABOR LAW

100 Wilshire Blvd, Suite 700
Santa Monica, California 90401

877-77-LABOR
LaborLawPC.com

Danny Yadidsion, Esq.
310-494-6082 | danny@laborlawpc.com

October 2, 2026

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Maxim Healthcare Staffing Services, Inc.
c/o:
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA

Maxim Healthcare Services, Inc.
c/o:
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA

RE: *Monica Stewart v. Maxim Healthcare Staffing Services, Inc., et al.*
LWDA no. LWDA-CM-1022336-24
Los Angeles County Superior Court Case No. 24STCV09231

To Whom It May Concern:

This office represents Monica Stewart ("Claimant") who was employed by Maxim Healthcare Staffing Services, Inc. and/or Maxim Healthcare Services, Inc. and related entities ("Respondents"). This amended letter is notice, and a request, pursuant to Labor Code § 2699.3 that your agency investigates the claims in this impending civil action. If the agency does not intend to investigate the alleged violations, we specifically request such notification to allow Claimant to file a civil action to pursue PAGA claims.

For purposes of this amended notice, "Respondents" includes Maxim Healthcare Staffing Services, Inc. (n/k/a Amergis Healthcare Staffing, Inc.), Maxim Healthcare Services, Inc., and any of their respective affiliated entities, subsidiaries, parents, directors, officers, agents, executive employees, and persons acting on behalf of the employer within the meaning of Labor Code sections 558 and 558.1.

For purposes of this amended notice, this action is brought on behalf of Claimant and similarly-situated hourly or non-exempt employees currently and formerly employed at all of Respondents' locations in California, including healthcare staffing employees, travel nurses, nurse practitioners, medical assistants, on-call coordinators, school-based healthcare or behavioral services employees, and other non-exempt employees assigned to Respondents' clients or worksites (referred to herein as "similarly-situated employees" or "aggrieved employees"), to recover penalties for unlawfully withheld wages for overtime work, unpaid wages for all hours worked, waiting time penalties, unlawfully withheld wages for meal and rest period violations, payroll reporting violations, failure to pay wages, reimbursement of employee's expenses, violation of other California laws, as well as other statutory penalties and damages owed to Claimant by Respondents.

Throughout the time period applicable to this amended notice, Respondents operated as a healthcare staffing business that placed employees with hospitals, schools, healthcare facilities, managed care entities, and other client employers, and Respondents and those client employers shared control over wages, hours, pay, working conditions, and employment relationships.

Continuously during the year prior to the date of the original notice dated April 15, 2024, and continuing through the pendency of this claim, Respondents did not pay Claimant and other similarly-situated employees overtime pay (one and a half times their hourly rate) for their work over 8 hours per day and 40 hours per week and double-time pay (two times their hourly rate) for their work over 12 hours per day, and also did not properly relieve Claimant and other similarly-situated employees for statutorily required thirty minute meal periods every five hours and ten minute rest periods every four hours and failed to provide the wages and premiums due for missed meal periods and rest periods on a daily basis.

Respondents have failed and continue to fail to pay Claimant and all similarly-situated employees: overtime pay *i.e.* time and a half for work in excess of eight hours a day and forty hours per week; double for work in excess of twelve hours a day; penalties due for the failure to provide meal and rest periods; and have failed to provide and continue to fail to provide Claimant with accurate, itemized wage statements reflecting actual wages, overtime, and meal/rest period premiums.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of the original notice dated April 15, 2024, and continuing throughout the pendency of this claim.

Failure to Pay Wages

Respondents violated California Minimum Wage Order (MW-2014) and Labor Code sections 1194, 201, 202, 203, 204 and 226.2 by not paying Claimant's and other aggrieved employees their agreed upon wage and minimum wage for hours worked after the finish time of the workday. Respondents also failed to pay Claimant and other aggrieved employees at least the legal minimum wage, straight time wages, sick pay, reporting time pay, and overtime wages at the correct rate because Respondents required employees to work off the clock, failed to pay for all recorded time, failed to pay for all training or orientation time, failed to pay reporting time wages, failed to pay the correct minimum wage rate required by local ordinances, and failed to pay wages using the required minimum wage or correct regular rate of pay.

Respondents required aggrieved employees to perform compensable work before scheduled shifts, after scheduled shifts, during off-the-clock meal periods, and during rest periods without compensation, including responding to work-related communications, answering phone calls, providing nursing care, assisting students, escorting students, waiting in line to clock in, completing security checks, completing regular tasks and duties, submitting timecards, using required mobile applications, and communicating with Respondents or supervisors.

Respondents also failed to honor contractual wage commitments made to travel healthcare employees, including guaranteed hourly rates, guaranteed minimum hours, weekly stipends, and assignment terms, and subjected travel employees to mid-contract rate or hour reductions after employees relied on Respondents' offers and relocated or accepted assignments.

Labor Code section 1194 states that any employee receiving less than the legal minimum wage is entitled to recover in a civil action the full amount of this minimum wage, including interest thereon, reasonable attorney's fees, and costs of suits. Labor Code section 1194.2 states that in any action under section 1194 to recover wages because of the payment of a wage less than the minimum wage an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully paid and interest thereon.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of the original notice dated April 15, 2024, and continuing throughout the pendency of this claim.

Waiting Time Penalties and Untimely Payment of Wages

Respondents violated Labor Code sections 201, 202, 203, and 204 and is subject to sections 218.5, and 218.6. Labor Code section 201 provides that if an employer discharges an employee, the employee's wages that have been earned and are unpaid at the time of discharge shall be paid immediately. Labor Code section 202 provides that if an employee quits, his or her wages become due not later than 72 hours thereafter or if an employee gives 72 hours previous notice of his or her intention to quit the employee's wages are due at the time of quitting. Labor Code section 203 provides that if the employer willfully fails to pay any wages of an employee who is discharged or who quits, the employee's wages shall continue as a penalty from the due date of the payment of the wages, at the same rate, until such wages paid or an action commenced, but not more than 30 days. Labor Code section 204 provides that all wages earned by an employee are due and payable twice during a calendar month on days designated in advance as regular paydays by the employer. Labor Code section 218.5 provides that the court shall award attorneys' fees and costs to the prevailing party in an action for nonpayment of wages. Labor Code section 218.6 provides that in an action for nonpayment of wages, court shall award interest on all due and unpaid wages.

Respondents willfully failed to timely pay Claimant and all similarly-situated employees all wages due upon separation, including unpaid minimum wages, straight time wages, overtime wages, sick pay, reporting time pay, meal and rest period premiums, and wages arising from inaccurate timekeeping, off-the-clock work, and failure to use the correct regular rate of pay. Respondents willfully failed and refused, and continue to willfully refuse, to timely pay all compensation and wages earned by Claimant and other aggrieved employees during their employment, including minimum wages, straight time wages, overtime wages, wages for off-the-clock work, sick pay, and meal and rest period premium wages, at least twice per month and within the time required by Labor Code section 204.

As a result, Respondents are liable for the amount of wages due, interest, and waiting time penalties, any other statutory penalties, other damages, together with attorneys' fees and costs.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of the original notice dated April 15, 2024, and continuing throughout the pendency of this claim.

Failure To Pay Overtime Compensation

Respondents have violated Labor Code section 510 and are subject to Labor Code sections 1194 and other relevant Labor Code sections such as 226.7, 1194, 1194.2, 1194.3, 1197, 1198, and other pertinent sections of the Labor Code. Labor Code section 510 provides that any work in excess of

eight hours in one workday and any work in excess of 40 hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee and any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. Labor Code section 1194 provides that any employee who receives less than the legal overtime compensation due said employee is entitled to recover in a civil action the full amount of the overtime compensation, interest on said compensation, and reasonable attorneys' fees and costs of suit.

Respondents have violated the Labor Code section by not paying Claimant and all similarly-situated employees rightfully earned overtime pay for their working more than 8 and 12 hours per day and more than 40 hours per week on a daily and weekly basis. As a result of Respondents' failure to pay Claimant and other aggrieved employees all rightfully earned overtime pay due and owed to them, Respondents are liable for all back overtime pay, waiting time penalties, and any other penalties imposed by the Labor Code which include but are not limited to, interest, and attorneys' fees and costs.

Respondents failed to pay overtime and double-time wages to Claimant and all similarly-situated employees at the correct regular rate because Respondents failed to include all remuneration in the regular rate of pay, including bonuses, incentive compensation, stipends, transportation allowances, housing allowances, per diem pay, other rates of pay in the same pay period, premiums for working before or after holidays, and other incentive pay or credits. Respondents also failed to correctly calculate overtime for overnight shifts, weekly overtime, and shifts exceeding 8 or 12 hours worked by Claimant and all similarly-situated employees.

In addition, Respondents sometimes paid Claimant and other aggrieved employees a flat rate or estimated pay based on a 40-hour workweek despite shifts exceeding 8 hours per day, 12 hours per day, or 40 hours per week, resulting in unpaid overtime and double-time wages.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of the original notice dated April 15, 2024, and continuing throughout the pendency of this claim.

Failure to Provide Meal and Rest Periods

Respondents violated Labor Code section 226.7 and 226.2 by not providing Claimant and other aggrieved employees with a legally required ten-minute rest period during each four-hour segment of work. Respondents further violated Labor Code sections 226.7 and 512 by not providing Claimant and other aggrieved employees with a meal period of not less than 30 minutes for each work period of more than five hours per day and a second meal period of not less than 30 minutes for a work period of more than 10 hours per day.

Respondents failed to provide Claimant and other aggrieved employees with 30-minute, uninterrupted, duty-free meal periods within the required time intervals, including first meal periods by the end of the fifth hour of work and second meal periods by the end of the tenth hour for shifts exceeding 10 hours. Meal periods were missed, late, shortened, interrupted, automatically deducted when not actually provided, discouraged, not scheduled with relief coverage, or taken while Claimant and other aggrieved employees remained on call or subject to Respondents' control.

Respondents additionally failed to authorize and permit 10-minute, uninterrupted, duty-free rest periods for each four hours or major fraction thereof worked by Claimant and other aggrieved

employees. Claimant and other aggrieved employees experienced rest periods that were missed, late, shortened, interrupted, discouraged, not scheduled with relief coverage, not taken in the middle of work periods, or spent responding to supervisors, work requests, radios, phone calls, students, patients, or other urgent tasks.

Respondents also failed to provide employees an opportunity to take one day's rest in seven and required employees to work more than six days in a workweek without providing the required day of rest or an equivalent opportunity to take one day's rest in seven during each calendar month.

Respondents are liable to Claimant and aggrieved employees for one hour of additional pay at the regular rate of compensation for each workday that the required rest periods were not provided and one hour of additional pay at the regular rate of compensation for each day that the required meal periods were not provided.

Respondents are also liable for civil penalties pursuant to Labor Code sections 558 and 2698 in the amount of $50.00 for each pay period during which Claimant and other aggrieved employees were not provided required rest and meal periods for the initial violation; and $100.00 for each pay period during which Claimant and other aggrieved employees were not provided required rest and meal periods for each subsequent violation.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of the original notice dated April 15, 2024, and continuing throughout the pendency of this claim.

Failure to Furnish Accurate Wage Statements

Labor Code § 226 (a) requires employers to furnish each employee with an accurate statement, which includes but is not limited to, gross wages earned, the total numbers of hours worked, and the net wages earned. Labor Code § 226 (e) provides that if an employer fails to provide a statement complying with § 226 (a), then the employee is entitled to recover the greater of actual damages or $50.00 for the initial violation and $100.00 for each subsequent violation, up to $4,000.00.

Respondents failed to furnish and continue to intentionally furnish Claimant and all similarly-situated employees with timely, itemized statements that meet the requirements of Labor Code § 226(a) because those statements failed to include an accurate itemization of the employees' meal/rest breaks, all hours worked, wages paid, including wages due for work after the finish of the workday, and overtime rates. The wage statements Respondents provided to Claimant and other aggrieved employees additionally were inaccurate because they failed to list all applicable hourly rates, the correct rate of pay, the correct gross wages, the correct net wages, wages for missed meal and rest periods, correct overtime rates, all recorded time, off-the-clock work, different rates worked during the same pay period, piece-rate units for piece work such as visit pay, rates and hours for visit pay and short pay, and, in some instances, the correct employer.

Respondents are therefore liable for civil penalties pursuant to Labor Code sections 226.2, 226.3 and 2698 in the amount of $250.00 for the initial violation and $1,000.00 per subsequent violation.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of the original notice dated April 15, 2024, and continuing throughout the pendency of this claim.

Failure to Reimburse Employees for Necessary Expenditures

Labor Code § 2802(a) provides that "[a]n employer 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, or of his or her obedience to the directions of the employer." Labor Code §§ 222.5, 231, 450, and 2800 further require employers to bear the cost of, among other things, pre-employment medical or physical examinations taken as a condition of employment; driver's license costs and physical examinations required for such licenses; any item of value needed to retain employment; and items necessary to remedy the employer's want of ordinary care. Labor Code § 404 requires employers to return any required employee deposits.

Respondents failed to reimburse Claimant and similarly situated employees for all necessary business expenses they incurred on Respondents' behalf throughout the statutory period, in violation of Labor Code sections 222.5, 231, 404, 450, 2800, 2802 and 2804. Specifically, Respondents failed to reimburse necessary business expenses incurred in direct consequence of Claimant and other aggrieved employees' job duties, including expenses associated with personal cell phone use, data plans, computers, internet service, required mobile applications, use of personal vehicles, mileage, lodging, housing, travel, transportation, training courses, certifications, licensing expenses, uniforms, scrubs, clothing and footwear required by dress code or uniform policies, tools, supplies, equipment, and personal protective equipment.

Based on these violations, Claimant intends to seek civil penalties under PAGA, Labor Code §§ 2698, *et seq*., as well as restitution and reimbursement of all unreimbursed expenses.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of the original notice dated April 15, 2024, and continuing throughout the pendency of this claim.

Failure to Maintain Accurate Payroll and Time Records

Labor Code § 1174(d) requires employers to "keep, 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 or establishments." Labor Code § 226 also imposes record-keeping obligations corresponding to the wage-statement requirements set forth above. Records must be maintained for the periods prescribed by law and the applicable Wage Orders, and must be furnished to employees upon request.

As part of and in connection with the violations alleged above, Respondents knowingly and intentionally failed to maintain accurate and complete records as required by Labor Code sections 226, 1174, 1174.5, 1175, 1198 and applicable Wage Orders, including (without limitation) records of total and actual daily hours worked by Claimant and other aggrieved employees; applicable rates of pay; wages paid; all deductions; meal periods taken or missed; time records showing when each employee began and ended each work period; off-the-clock work; pre-shift and post-shift work; work during meal and rest periods; and accurate itemized wage statements.

Respondents also used rounding, estimating, or under-calculation practices that resulted in underpayment of Claimant and other aggrieved employees for actual time worked, even though it was possible, practical, and feasible to record and pay time to the minute.

Based on these violations, Claimant intends to seek civil penalties under PAGA, Labor Code §§ 2698, *et seq*., Labor Code § 1174.5, and Labor Code § 1175.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of the original notice dated April 15, 2024, and continuing throughout the pendency of this claim.

Paid Sick Leave Violations and Retaliation

Labor Code § 246(l) requires that paid sick leave be paid at the employee's correct "regular rate of pay," inclusive of all forms of non-discretionary remuneration. Labor Code § 246(i) requires the employer to provide written notice of the amount of paid sick leave available, on either the wage statement or in a separate writing, each pay period.

Respondents failed to pay paid sick leave to Claimant and other aggrieved employees at the correct regular rate, in that Respondents excluded non-discretionary bonuses, incentive pay, and other forms of remuneration from the calculation. Respondents also failed to provide Claimant and other aggrieved employees with written notice of available paid sick leave on wage statements or in a separate writing each pay period, in violation of Labor Code § 246(i).

Respondents violated Labor Code §§ 233, 245 *et seq*., 246, 246.5 and 247.5 by failing to honor Claimant and other aggrieved employees' rights to use paid sick leave at the regular rate of pay, refusing to allow accrued sick time for covered reasons, penalizing employees for valid sick leave absences, interfering with sick leave by pressuring employees to return to work, requiring employees to find replacement workers as a condition of using sick leave, and disciplining, demoting, terminating, or otherwise retaliating against employees for requesting or taking protected sick leave.

In addition, Respondents violated Labor Code sections 98.6 and 1102.5 by retaliating against Claimant and other aggrieved employees who complained about unpaid wages, unreimbursed expenses, sick leave interference, contract or regulatory compliance concerns, and other reasonably believed violations of state or federal law.

Based on these violations, Claimant intends to seek civil penalties under PAGA, Labor Code §§ 2698, *et seq*., and Labor Code §§ 246 and 247.5.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of the original notice dated April 15, 2024, and continuing throughout the pendency of this claim.

Unlawful Solicitation and Travel Healthcare Compensation Practices

Respondents violated Labor Code section 970 by inducing Claimant and other aggrieved travel healthcare employees to change locations for work through knowingly false representations regarding the compensation, duration, guaranteed hours, stipends, or length of assignments, including by offering compensation packages and later imposing mid-contract rate reductions, hour reductions, or early terminations after employees had relied on Respondents' promises.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of the original

notice dated April 15, 2024, and continuing throughout the pendency of this claim.

Unlawful Agreements and Misclassification

Respondents violated Labor Code section 432.5 by requiring Claimant and other aggrieved employees or applicants to agree in writing to terms or conditions known by Respondents to be prohibited by law, including terms that purported to deny or reduce wages, premium pay, reimbursements, sick leave rights, or other Labor Code protections.

Respondents also misclassified certain aggrieved employees as exempt from applicable Wage Orders and Labor Code protections, even though those employees' duties and compensation did not satisfy any exemption, thereby depriving employees of minimum wages, overtime wages, meal and rest period protections, sick pay, reimbursement rights, and other statutory protections.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of the original notice dated April 15, 2024, and continuing throughout the pendency of this claim.

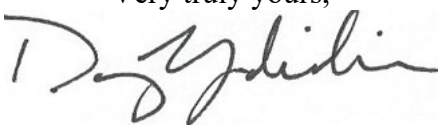
Unfair Business Practices

Respondents' policies and practices constitute unlawful and unfair business practices because, throughout the statutory period, Respondents systematically failed to pay Claimant and other aggrieved employees all wages due and owed, failed to provide compliant meal and rest periods or premium compensation, failed to reimburse necessary business expenses, failed to furnish accurate wage statements, failed to maintain accurate payroll records, failed to timely pay wages during employment and upon separation, and did so to reduce labor costs and increase profits.

* * * * *

Respondents are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. In addition to the Labor Code provisions identified in the original notice, Respondents violated Labor Code sections 210, 233, 245 *et seq*., 246, 432.5, 551, 552, 970, 1174, 1174.5, 1175, 1182.12, 1197.1, 1199, 2800, and 2802, applicable Industrial Welfare Commission Wage Orders including Wage Orders 4-2001 and 5-2001, and all other Labor Code provisions identified in this notice and recoverable through PAGA, including civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2). We provide notice under the Private Attorneys General Act of 2004, Labor Code sections 2699, *et seq*., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may file a complaint against Respondents for the violations discussed in this letter. It is the intention of this office to file an amended complaint in the civil action pending in Los Angeles County Superior Court case no. 24STCV09231 that incorporates this amended notice under Labor Code section 2699 should your office not address these matters within the appropriate statutory time.

Very truly yours,



Danny Yadidsion

Department of Industrial Relations
STATE OF CALIFORNIA

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1022336-24
Plaintiff for PAGA Case: Monica Stewart
Filer/Attorney for PAGA Case: Danny Yadidsion
Law Firm for PAGA Plaintiff: Labor Law PC
Employer: Maxim Healthcare Staffing Services, Inc.
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Los Angeles County Superior Court
PAGA Court Case Number: 24STCV09231
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Amended Notice Submitted on 10/02/2026 05:12:07 PM by Lucille Ibarra	20261002 FINAL Amergis - Stewart - Amended PAGA Notice Letter (1).pdf	10/02/2026 05:12 PM	Amended Notice
Court Complaint Submitted on 11/04/2026 10:55:51 AM by Danny Yadidsion	First Amended Complaint.pdf	11/04/2026 10:55 AM	Court Complaint
PAGA Notice Submitted on 04/15/2024 12:55:28 PM by Danny Yadidsion	LWDA_Monica Stewart (Maxim Healthcare Staffing Services) (1).pdf	04/15/2024 12:55 PM	PAGA Notice
Proposed Settlement Submitted on 11/04/2026 02:02:15 PM by Danny Yadidsion	PAGA Settlement Agreement.pdf	11/04/2026 02:02 PM	Proposed Settlement

EXHIBIT F

Department of Industrial Relations
STATE OF CALIFORNIA

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1022336-24
Plaintiff for PAGA Case: Monica Stewart
Filer/Attorney for PAGA Case: Danny Yadidsion
Law Firm for PAGA Plaintiff: Labor Law PC
Employer: Maxim Healthcare Staffing Services, Inc.
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Los Angeles County Superior Court
PAGA Court Case Number: 24STCV09231
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Amended Notice Submitted on 10/02/2026 05:12:07 PM by Lucille Ibarra	20261002 FINAL Amergis - Stewart - Amended PAGA Notice Letter (1).pdf	10/02/2026 05:12 PM	Amended Notice
Court Complaint Submitted on 11/04/2026 10:55:51 AM by Danny Yadidsion	First Amended Complaint.pdf	11/04/2026 10:55 AM	Court Complaint
PAGA Notice Submitted on 04/15/2024 12:55:28 PM by Danny Yadidsion	LWDA_Monica Stewart (Maxim Healthcare Staffing Services) (1).pdf	04/15/2024 12:55 PM	PAGA Notice
Proposed Settlement Submitted on 11/04/2026 02:02:15 PM by Danny Yadidsion	PAGA Settlement Agreement.pdf	11/04/2026 02:02 PM	Proposed Settlement