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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

MONICA STEWART, individually and in her representative capacity,

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. 300]*

**[PROPOSED] ORDER GRANTING 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 the Notice of Motion and Unopposed Motion; Memorandum of Points and Authorities in Support of the Motion; Declaration of Danny Yadidsion; Declaration of Monica Stewart; and [Proposed] Judgment]*

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

**[PROPOSED] ORDER**

The Court, having considered Plaintiff Monica Stewart's ("Plaintiff") Unopposed Motion to Approve the PAGA Settlement Agreement (the "Motion"), the Proposed Settlement Agreement, the supporting papers accompanying the Motion, any response to the Motion and/or oral argument offered on the Motion, and the complete record in this action, and good cause appearing, ORDERS as follows:

1. Plaintiff's Unopposed Motion to Approve the PAGA Settlement Agreement is GRANTED. All capitalized terms not defined herein have the meanings given in the PAGA Settlement Agreement (the "Agreement").

2. The Court finds the Agreement is the product of informed, arm's-length negotiations and is fair, reasonable, and adequate under Labor Code § 2699(l). Considering the contested merits, defenses, data limitations, and proportionality across predicates and pay-periods, the Court further finds under Labor Code § 2699(e)(2) that the agreed civil-penalty allocation is not unjust, arbitrary, oppressive, or confiscatory.

3. The Court acknowledges that Plaintiff dismissed her class action allegations without prejudice on July 16, 2024.

4. Plaintiff has complied with Labor Code § 2699(l)(2) by submitting the proposed settlement to the Labor and Workforce Development Agency ("LWDA") and filing proof of service with the Court.

5. From the non-reversionary Gross Settlement Amount ("GSA") of $4,500,000.00, the Court approves $2,792,500.00 as PAGA civil penalties, allocated 75% ($2,094,375.00) to the LWDA and 25% ($698,125.00) to Aggrieved Employees on a *pro-rata*, per-pay-period basis. The LWDA's 75% share shall be paid regardless of Aggrieved Employee check negotiation. Only uncashed Aggrieved Employee checks are subject to escheat to the California State Controller's Unclaimed Property Fund. No funds revert to Defendants.

6. The Court approves PAGA Counsel Fees of 35% of the GSA, or $1,575,000.00, and PAGA Counsel Litigation Expenses in the amount of $19,577.35 to be paid pursuant to the Agreement.

7. The Court appoints Apex Class Action LLC as Settlement Administrator and approves settlement administration costs not to exceed $100,000. Administration shall include establishment of a QSF, address updates/skip-tracing, notices, distributions, tax reporting (Forms 1099), handling undeliverables/reissues, final accounting, and escheat of stale employee funds as specified in the Agreement.

8. The Court approves a $7,500 service award to Plaintiff Monica Stewart for her time, efforts, and risks undertaken as the PAGA representative. Any reduction by the Court increases the net penalties for distribution.

9. The Court further orders that, after completion of all disbursement procedures required under the Agreement, including distribution of settlement funds, handling of undeliverable or reissued payments, expiration of the check-negotiation period, escheat of any uncashed employee checks as required, and completion of any required tax reporting, Plaintiff shall submit the Settlement Administrator's compliance report to the Court. The compliance report shall confirm completion of the administration and disbursement process and provide a final accounting of all payments made, any checks not negotiated, any amounts escheated, and any remaining administrative matters, if any.

10. Upon the Effective Date as defined in the Agreement, the State of California, by and through Plaintiff as its deputized representative, and the Aggrieved Employees release only PAGA civil-penalty claims based on the facts alleged in the operative pleadings and original and Amended PAGA notices during the PAGA Period, as set forth in the Agreement. This Order approves a PAGA-only release; it does not release individual damages claims.

11. Defendant Maxim Healthcare Staffing Services, Inc., d/b/a Amergis Healthcare Staffing, Inc. ("Amergis") shall fund the GSA pursuant to the Agreement's schedule. The

Settlement Administrator shall make distributions consistent with this Order and the Agreement. PAGA Penalty checks made payable to individual Aggrieved Employees shall remain negotiable for at least 180 days from the date of issuance; uncashed employee checks escheat as stated above.

12. Neither the Agreement nor this Order constitutes an admission by Defendants of liability or wrongdoing.

13. The Court retains continuing jurisdiction over the Parties and the subject matter of this action to interpret, implement, administer, and enforce the terms of the Agreement and this Order, including to resolve any disputes concerning settlement administration and distribution.

**IT IS SO ORDERED.**

Dated: _____

_____
Hon. Cherol J. Nellon
Judge of the Superior Court