Electronically Received 11/05/2026 08:02 AM

Danny Yadidsion, Esq., SBN 260282
Shelley K. Mack, Esq., SBN 209596
LABOR LAW PC
100 Wilshire Blvd., Suite 700
Santa Monica, California 90401
Telephone: (310) 494-6082
danny@laborlawpc.com
shelley.mack@laborlawpc.com
calendar@laborlawpc.com

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 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. 300]

[PROPOSED] JUDGMENT

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 to Approve the PAGA Settlement Agreement; Memorandum of Points and Authorities in Support of the Motion; Declaration of Danny Yadidsion; Declaration of Monica Stewart; and [Proposed] Order]

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

On January 19, 2027, at 8:30 a.m., Plaintiff Monica Stewart's ("Plaintiff") Unopposed Motion for Approval of Private Attorneys General Act Settlement Pursuant to Labor Code §§ 2698, *et seq*. (the "Motion") came before The Honorable Cherol J. Nellon in Department 300 of the Los Angeles Superior Court. The Court considered the moving papers and issued a tentative ruling which the Parties submitted on and became the final order of the Court. In conformity with the Parties' PAGA Settlement Agreement and the Court's Order granting Plaintiff's Motion, judgment is hereby entered as follows:

1. Judgment on this Action shall be entered through the filing of this Judgment. (Code Civ. Proc., § 668.5.) Plaintiff shall take from her complaint only the relief set forth in the Settlement Agreement and this Judgment.

2. All capitalized terms contained herein shall have the same meaning as set forth in the Parties' PAGA Settlement Agreement (the "Settlement," "Settlement Agreement" or "Agreement").

3. The Action consists of Plaintiff's representative action for Private Attorneys General Act (Cal. Labor Code §§ 2698, *et seq*.) ("PAGA") penalties (the "Action").

4. The "Covered Period" for the PAGA claims means April 17, 2023 through June 19, 2026.

5. The "PAGA Settlement Group Members" who are covered by the Settlement Agreement are defined as all current and former non-exempt employees who worked for Defendant Maxim Healthcare Staffing Services, Inc., d/b/a Amergis Healthcare Staffing, Inc. ("Amergis") at any of its locations in the State of California at any time during the PAGA Covered Period.

6. The Court has jurisdiction over the subject matter of the Action, the PAGA Representative, the alleged Aggrieved Employees, and Defendants.

7. The Court finds that the Action presented a good faith dispute over Plaintiff's PAGA claims.

8. The Court finds that the Parties reached the Settlement of the PAGA claims as the result of arm's-length negotiations.

9. The Court has considered the Settlement, and approves the Settlement, and finds that it provides genuine and meaningful relief to the State of California, Plaintiff, and PAGA Settlement Group Members to resolve the PAGA claims. The parties to the Settlement Agreement are directed to perform in accordance with the terms set forth in the Agreement.

10. The Court approves the Total Settlement Amount of $4,500,000.00 for the settlement of the PAGA claims and finds it to be a fair, reasonable and adequate amount for the settlement of all the claims in the Action.

11. Pursuant to California Labor Code section 2699(l), the Court has reviewed and hereby approves the penalties provided for by the Settlement, namely, PAGA Penalties in the amount of $2,792,500.00, and finds that the Settlement provides genuine and meaningful relief to the State of California and PAGA Settlement Group Members. The Settlement Administrator shall pay seventy-five (75%) of the total PAGA Penalties allocated under the Agreement to the California Labor and Workforce Development Agency ("LWDA") and shall pay twenty-five percent (25%) of total PAGA Penalties to the PAGA Settlement Group Members, consistent with the Agreement.

12. Plaintiff, the LDWA, the State of California, and all PAGA Settlement Group Members hereby fully settle and release the Released PAGA Claims as to Defendants and all Released Parties (as those terms are used in the Settlement Agreement), and this Action is dismissed with prejudice.

13. The Court approves Apex Class Action LLC as the Settlement Administrator to administer the Settlement of the PAGA claims.

14. The Court approves the payment of up to $100,000.00 to the Settlement Administrator as the administrative costs for the settlement of the PAGA claims. The Settlement Administrator shall pay this amount as set forth in the Agreement. If the final administrative costs are less than $100,000.00, the remainder shall be added to PAGA Penalties for pro rata distribution to the LWDA and PAGA Settlement Group Members in accordance with the terms of the Settlement and pursuant to Labor Code section 2699(i).

15. The Court approves the payment of $1,575,000.00 to Plaintiff's Counsel for counsel's attorney's fees for the Settlement of the PAGA claims. The Settlement Administrator shall pay this amount as set forth in the Agreement.

16. The Court approves the payment of $19,577.35 to Plaintiff's Counsel for costs and expenses related to the Settlement of the PAGA claims. The Settlement Administrator shall pay this amount as set forth in the Agreement.

17. The Court approves the payment of $7,500.00 to Plaintiff for the resolution of Plaintiff's individual claims, in exchange for her Civil Code section 1542 waiver, and as a representative payment for bringing this action on behalf of the State of California and her coworkers. The Settlement Administrator shall pay this amount as set forth in the Agreement.

18. The Settlement Administrator shall provide counsel for the parties with a sworn declaration providing a final accounting (i) confirming that it completed its mailing of checks to the LWDA and PAGA Settlement Employees, and (ii) stating the number of checks and total amount of Individual Settlement Payments that have been (a) cashed by the PAGA Settlement Employees, and (b) sent to the California Controller's Unclaimed Property Fund as unclaimed funds. Plaintiff's Counsel shall file said declaration within 10 calendar days from the date of completion of the settlement administration process.

19. Pursuant to California Labor Code section 2699, subdivision (s)(3), Plaintiff shall submit a copy of the Court's Judgment and any order approving the PAGA settlement to the Labor and Workforce Development Agency ("LWDA") within ten (10) days after entry thereof, through the LWDA's online filing system.

20. All PAGA Settlement Group Members, Plaintiff, the LWDA, and the State of California, are hereby bound by the Settlement and its associated applicable releases.

21. Any request to intervene in the Action as to the PAGA Claim and/or the Settlement that is filed after the date of this Order and dismissal of the PAGA Claim is entered shall be deemed untimely.

22. Neither the Settlement nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released PAGA Claims, or of any wrongdoing or liability of the Released Parties, or any of them; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Released Parties, or any of them, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

23. The Court sets a hearing for the Final Accounting (Nonappearance) on _____. The report concerning the amount of money distributed and/or uncashed shall be due _____ days prior to the hearing.

24. The Court shall retain jurisdiction as to the implementation and enforcement of the terms of the Settlement pursuant to the Agreement.

DATE: _____

_____
The Honorable Cherol J. Nellon
Judge of the Superior Court