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11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 SHONNTEY MOODIE, individually and on  
14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 MAXIM HEALTHCARE SERVICES,  
18 INC., a Maryland Corporation, E-  
19 VERIFILE.COM, INC., a Georgia  
20 Corporation,

21 Defendants.

Case No.: 2:14-CV-03471-FMO (ASx)

*Assigned to Hon. Fernando M. Olguin*

**PLAINTIFF'S NOTICE OF MOTION  
AND UNOPPOSED MOTION FOR  
FINAL APPROVAL OF CLASS  
SETTLEMENT AND  
CERTIFICATION OF SETTLEMENT  
CLASS**

Date: August 22, 2019

Time: 10:00 a.m.

Courtroom: 6D

Date Action Filed: May 5, 2014

FAC Filed: July 9, 2014

SAC Filed: September 12, 2014

TAC Filed: May 8, 2017

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that at 10:00 a.m. on August 22, 2019, or as soon  
3 thereafter as the matter can be heard, in Courtroom 6D of this Court, located at 350 W.  
4 1st Street, 6th Floor, Los Angeles, CA 90012, Plaintiff Shontey Moodie (“Plaintiff”),  
5 individually and on behalf of all other similarly situated in the Settlement Class, by and  
6 through the undersigned Class Counsel, will and hereby does move for an Order granting  
7 final approval of a proposed nationwide class action settlement (“Settlement”),  
8 certification of the Settlement Class, and approval of the Notice Plan as fair, adequate  
9 and reasonable to the Class.

10 Plaintiff, with the consent of Defendant Maxim Healthcare Services, Inc., hereby  
11 requests that the Court:

12 1. Conduct a Final Approval (Fairness) Hearing on this Motion on August 22,  
13 2019 at 10:00 a.m.;

14 2. Approve the proposed Settlement Agreement (Dkt. 144-1) and any addenda  
15 thereto as fair, adequate and reasonable to Plaintiff and the Class as a whole and as  
16 compliant with Rule 23(e) of the Federal Rules of Civil Procedure, and direct the  
17 Settlement Agreement’s consummation according to its terms;

18 3. Find that the form and manner of Class Notice was implemented in  
19 accordance with the Settlement Agreement and: (i) constitutes reasonable and the best  
20 practicable notice; (ii) constitutes notice reasonably calculated, under the circumstances,  
21 to apprise Class Members of the pendency of the litigation, the terms of the proposed  
22 Settlement Agreement, the right to object to the proposed Settlement Agreement or  
23 exclude themselves from the Class, and the right to appear at the Final Fairness Hearing;  
24 (iii) constitutes due, adequate, and sufficient notice to all persons entitled to receive  
25 notice; and (iv) meets the requirements of state and federal due process, the Federal Rules  
26 of Civil Procedure, and any other applicable state and/or federal laws;

1           4.     Certify the Settlement Class, as defined in Paragraph 38 of the Settlement  
2 Agreement and the Court’s February 4, 2019 Order for the purpose of settlement;

3           5.     Find that all Class Members shall be bound by the Settlement Agreement,  
4 including its release provisions, except for those who have submitted a valid opt-out  
5 request;

6           6.     Direct that judgment be entered dismissing with prejudice all individual and  
7 class claims asserted in the litigation and rule that no costs or fees be assessed on either  
8 party other than as expressly provided in the Settlement Agreement and awarded by the  
9 Court in ruling upon Plaintiff’s Unopposed Motion for an Award of Class Representative  
10 Incentive Payment and Attorneys’ Fees and Costs (Dkt. 147);

11          7.     Incorporate the release and related provisions set forth in the Settlement  
12 Agreement and bar any Released Claims against the Released Parties;

13          8.     Continue to appoint Plaintiff Shonnthey Moodie as Class Representative for  
14 settlement purposes;

15          9.     Continue to appoint Zimmerman Reed LLP and Mahoney Law Group, APC  
16 as Class Counsel for settlement purposes;

17          10.    Approve the work to date of JND Legal Administration and continue to  
18 appoint it as Settlement Administrator;

19          11.    Exclude all Class Members who timely filed exclusions from the Class;

20          12.    Overrule any and all objections to the settlement that were timely filed and  
21 find that they fail to raise any *prima facie* grounds for questioning the fairness,  
22 reasonableness and adequacy of the settlement;

23          13.    Approve payment of the benefits to the Class Members consistent with the  
24 Settlement Agreement; and

25          14.    Retain jurisdiction over all matters relating to this action, including but not  
26 limited to the following: (1) implementation and enforcement of the Settlement  
27 Agreement pursuant to further orders of the Court, until such time as the final judgment  
28

1 contemplated hereby has become effective and each and every act agreed to be performed  
2 by the parties hereto shall have been performed pursuant to the Settlement Agreement,  
3 including all payments set forth thereunder; (2) any other action necessary to conclude  
4 this settlement and implement the Settlement Agreement; (3) proceedings related to the  
5 Motion for An Award of Class Representative Incentive Payment and Attorney's Fees  
6 and Costs; and, (4) the enforcement, construction, and interpretation of the Settlement  
7 Agreement.

8 As discussed in the accompanying memorandum, approval of the Settlement  
9 Agreement and the related relief requested herein is appropriate under applicable law and  
10 well justified under the circumstances of this matter.

11 This motion is based upon this notice of motion and motion, the accompanying  
12 Memorandum of Points and Authorities, the Settlement Agreement (Dkt. 144-1),  
13 including all exhibits and addenda thereto and all papers filed in support thereof, the  
14 accompanying declarations of Christopher P. Ridout and Jennifer M. Keough, the  
15 argument of counsel, all papers and records on file in this case, and such other matters as  
16 the Court may consider.

17 Respectfully submitted,

18 ZIMMERMAN REED, LLP

19  
20 Dated: July 18, 2019

21 By: /s/ Christopher P. Ridout  
Christopher P. Ridout  
Hannah B. Fernandez

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23 MAHONEY LAW GROUP, APC  
Kevin Mahoney

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25 *Attorneys for Plaintiff / Class Counsel*

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SHONNTEY MOODIE, individually and on behalf of all others similarly situated,

Plaintiff,

v.

MAXIM HEALTHCARE SERVICES, INC., a Maryland Corporation, E-VERIFILE.COM, INC., a Georgia Corporation,

Defendants.

Case No.: CV 14-3471 FMO (ASx)

*Assigned to Hon. Fernando M. Olguin*

**[PROPOSED] ORDER GRANTING PLAINTIFF’S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT AND CERTIFICATION OF SETTLEMENT CLASS**

Date: August 22, 2019  
Time: 10:00 AM  
Courtroom: 6D

Date Action Filed: May 5, 2014

WHEREAS, this matter has come before the Court pursuant to Plaintiff’s Unopposed Motion for Final Approval of Class Settlement and Certification of Settlement Class, filed on July 18, 2019 (the “Motion”); and

1 WHEREAS, this Court has considered all the submissions related to the Motion  
2 and has heard the Parties at the Final Approval (Fairness) Hearing August 22, 2019 at  
3 10:00 a.m.;

4 IT IS HEREBY ORDERED AS FOLLOWS:

5 1. The Court grants the Plaintiff's Unopposed Motion for Final Approval of  
6 Class Settlement and Certification of Settlement Class;

7 2. The Settlement Agreement (Dkt. 144-1) and addenda thereto are approved  
8 and found to be fair, adequate and reasonable to Plaintiff and the Class and compliant  
9 with Rule 23(e) of the Federal Rules of Civil Procedure;

10 3. The Court directs the Settlement Agreement's consummation according to  
11 its terms;

12 4. The Court finds that the form and manner of Class Notice was implemented  
13 in accordance with the Settlement Agreement and: (i) constitutes reasonable and the best  
14 practicable notice; (ii) constitutes notice reasonably calculated, under the circumstances,  
15 to apprise Class Members of the pendency of the litigation, the terms of the proposed  
16 Settlement Agreement, the right to object to the proposed Settlement Agreement or  
17 exclude themselves from the Class, and the right to appear at the Final Fairness Hearing;  
18 (iii) constitutes due, adequate, and sufficient notice to all persons entitled to receive  
19 notice; and (iv) meets the requirements of state and federal due process, the Federal Rules  
20 of Civil Procedure, and any other applicable state and/or federal laws;

21 5. The Court certifies the Settlement Class, as defined in Paragraph 38 of the  
22 Settlement Agreement and the Court's February 4, 2019 Order for the purpose of  
23 settlement;

24 6. All Class Members shall be bound by the Settlement Agreement, including  
25 its release provisions, except for those who have submitted a valid opt-out request;

26 7. The Court directs that judgment be entered dismissing with prejudice all  
27 individual and class claims asserted in the litigation and orders that no costs or fees be  
28 assessed on either party other than as expressly provided in the Settlement Agreement

1 and awarded by the Court in ruling upon Plaintiff's Unopposed Motion for an Award of  
2 Class Representative Incentive Payment and Attorneys' Fees and Costs (Dkt. 147);

3 8. The Court hereby incorporates the release and related provisions set forth in  
4 the Settlement Agreement and bars any Released Claims against the Released Parties;

5 9. The Court appoints Plaintiff Shonntey Moodie as Class Representative for  
6 settlement purposes;

7 10. The Court appoints Zimmerman Reed LLP and Mahoney Law Group, APC  
8 as Class Counsel for settlement purposes;

9 11. The Court approves the work to date of Settlement Administrator JND Legal  
10 Administration and appoints it as Settlement Administrator;

11 12. All Class Members who timely filed exclusions from the Class are hereby  
12 excluded;

13 13. Any and all objections to the Settlement that were timely filed are overruled,  
14 as they fail to raise any *prima facie* grounds for questioning the fairness, reasonableness  
15 and adequacy of the Settlement;

16 14. Payment of the benefits to the Class Members consistent with the Settlement  
17 Agreement is approved; and

18 15. The Court retains jurisdiction over all matters relating to this action,  
19 including but not limited to the following: (1) implementation and enforcement of the  
20 Settlement Agreement pursuant to further orders of the Court, until such time as the final  
21 judgment contemplated hereby has become effective and each and every act agreed to be  
22 performed by the parties hereto shall have been performed pursuant to the Settlement  
23 Agreement, including all payments set forth thereunder; (2) any other action necessary to  
24 conclude this settlement and implement the Settlement Agreement; (3) proceedings  
25 related to the Motion for An Award of Class Representative Incentive Payment and  
26 Attorney's Fees and Costs; and, (4) the enforcement, construction, and interpretation of  
27 the Settlement Agreement.  
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**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

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The Honorable Fernando M. Olguin  
United States District Judge

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