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MAXIM HEALTHCARE SERVICES, INC.

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 14-03471 FMO (ASx)

**CLASS ACTION SETTLEMENT  
AGREEMENT**

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1 This Class Action Settlement Agreement and Release (the “Agreement” or  
2 “Settlement”) is made by and between Plaintiff, Shonnitey Moodie (hereinafter “Ms.  
3 Moodie” or “Plaintiff”), individually and on behalf of the class she seeks to  
4 represent, and Defendant, Maxim Healthcare Services, Inc. (“Maxim”), and is  
5 subject to preliminary approval and final Court approval as required by Rule 23 of  
6 the Federal Rules of Civil Procedure. As provided herein, Maxim, Class Counsel  
7 (as defined below), and Plaintiff hereby stipulate and agree that, in consideration of  
8 the promises and covenants set forth in this Agreement and upon entry by the Court  
9 of a Final Order and Judgment, all claims of the Settlement Class (as defined  
10 below) against Maxim in the action titled *Moodie v. Maxim Healthcare Services,*  
11 *Inc.*, currently pending in the United States District Court for the Central District of  
12 California, Case No. 2:14-cv-03471-FMO-AS (the “Action”), shall be settled and  
13 compromised upon the terms and conditions contained herein.

#### 14 **RECITALS**

15 This Agreement is made with reference to and in contemplation of the  
16 following facts and circumstances:

17 1. Plaintiff filed her Third Amended Complaint on May 8, 2017, alleging  
18 that Maxim accessed Plaintiff’s consumer report through the use of an invalid  
19 authorization form in violation of the Fair Credit Reporting Act (“FCRA”), 15  
20 U.S.C. § 1681 *et seq.* In particular, the operative complaint asserts that Maxim  
21 obtained Plaintiff’s background check results after Plaintiff executed a release and  
22 authorization form when she applied for employment with Maxim. In her operative  
23 complaint, Plaintiff seeks unspecified actual, statutory, and punitive damages for  
24 Maxim obtaining her background check results.

25 2. Maxim vigorously denies all claims asserted in the Action and denies  
26 all allegations of wrongdoing and liability. Maxim desires to settle the Action on  
27 the terms set forth herein solely for the purpose of avoiding the burden, expense,  
28 risk and uncertainty of continuing these proceedings.

1           3. Plaintiff and Class Counsel have investigated the facts and law  
2 underlying the claims asserted in the Action. Plaintiff and Class Counsel requested  
3 information pertaining to the claims asserted in the Action through written  
4 discovery requests, as well as through sworn deposition testimony, and Maxim  
5 produced documents, information, and testimony in response thereto, relating to  
6 Plaintiff's claims. Class Counsel are also experienced in federal litigation, including  
7 consumer class action matters. Accordingly, Plaintiff and Class Counsel are fully  
8 aware of the facts and issues necessary to evaluate the claims and legal theories  
9 asserted by Plaintiff and to negotiate a class-wide settlement of the Action that is  
10 beneficial to the Class. Taking into account the benefits achieved and the risks of  
11 continued litigation, as well as the delays and uncertainties inherent in such  
12 litigation and any subsequent appeal, Plaintiff and Class Counsel believe that it is  
13 desirable that the Action be fully and finally compromised and settled in exchange  
14 for Maxim's agreement to provide the settlement relief to the Settlement Class  
15 Members (as defined below) pursuant to the terms and conditions set forth in this  
16 Agreement.

17           4. This Agreement is non-collusive, and resulted from and is the product  
18 of extensive, good-faith arm's-length negotiations. The Parties (as defined below)  
19 participated in a mediation before the Honorable Peter D. Lichtman (Ret.) and,  
20 following extensive motion practice, negotiated preliminary settlement terms,  
21 culminating in this Agreement. Since that time the Parties have engaged in further  
22 meetings and discussions in order complete that process.

23           5. As a result of these efforts, the Parties believe that it is desirable, fair,  
24 and beneficial to the putative class that the Action now be fully and finally  
25 compromised, settled, and terminated in the manner and upon the terms and  
26 conditions set forth in this Agreement. Accordingly, the Parties have agreed to  
27 enter into this Settlement, subject to preliminary approval and final approval by the  
28 Court as required by Rule 23 of the Federal Rules of Civil Procedure, to fully,

1 finally and forever resolve, discharge and release all rights and claims of Plaintiff  
2 and the Settlement Class Members as to the claims set forth in the Action in  
3 exchange for Maxim's agreement to provide the settlement relief to the Settlement  
4 Class Members as described in this Agreement.

5 6. The Parties understand, acknowledge and agree that the execution of  
6 this Agreement constitutes the settlement and compromise of disputed claims. This  
7 Agreement, and all related documents, shall not be construed as any admission or  
8 concession by Maxim of any fault, liability, wrongdoing, or damage whatsoever.  
9 Preliminary certification of the Settlement Class shall not be deemed a concession  
10 that certification of a litigation class is appropriate, nor would Maxim be precluded  
11 from challenging class certification in further proceedings in the Action or in any  
12 other action if the Settlement Agreement is not finalized or finally approved. This  
13 Agreement is inadmissible as evidence against any Party except to enforce the  
14 terms of the Agreement and is not an admission of wrongdoing or liability on the  
15 part of any Party to this Agreement. It is the Parties' desire and intention to effect a  
16 full, complete and final settlement and resolution of all existing disputes and claims  
17 as set forth in the Action.

18 NOW, THEREFORE, in consideration of the promises, covenants,  
19 representations, and warranties contained herein, and for good and valuable  
20 consideration given hereunder, the sufficiency of which is hereby acknowledged by  
21 the signatories to this Agreement, and subject to the approval by the Court, the  
22 Parties hereby agree as follows:

23 **SECTION 1**  
24 **DEFINITIONS**

25 1. **"Action"** means the civil action captioned entitled *Moodie v. Maxim*  
26 *Healthcare Services, Inc.*, as amended, which was originally filed on May 5, 2014,  
27 in the United States District Court for the Central District of California, Case No.  
28 2:14-cv-03471-FMO-AS.

2. **“Administration Expenses”** means any and all fees, costs, charges, advances and expenses of the Administrator for performance of its duties pursuant to the terms and conditions of this Agreement, including those incurred and/or paid for dissemination of the Class Notice in any form, as ordered by the Court.

3. **“Agreement”** or **“Settlement”** means this Class Action Settlement Agreement and Release, including all exhibits attached hereto.

4. **“Attorneys’ Fees and Expenses”** means such funds as may be approved and awarded by the Court to Class Counsel to compensate them for conferring the benefits upon the Class under this Settlement Agreement and for their professional time, fees, costs, advances and expenses incurred in connection with the Action and the Settlement.

5. **“Maxim”** means Defendant, Maxim Healthcare Services, Inc.

6. **“Maxim’s Counsel”** means the attorneys at the law firm of Morgan, Lewis & Bockius LLP, who are listed in the signature block on this Agreement.

7. **“Claim”** means a written request submitted by a Settlement Class Member to the Settlement Administrator seeking a distribution from the Net Settlement Fund.

8. **“Claimant”** means a Settlement Class Member who submits a Claim.

9. **“Claim Deadline”** means sixty (60) days after the Notice Deadline.

10. **“Claim Form”** means a form provided by the Settlement Administrator for the purposes of making a Claim.

11. **“Class Counsel”** means:

ZIMMERMAN REED  
Christopher Ridout, Esq.  
Christopher.ridout@zimmreed.com  
Hannah Fernandez, Esq.  
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6 249 E. Ocean Blvd., Suite 814

7 Long Beach, CA 90802

8 Tel.: 562.590.5550

9 Fax: 562.590.8400

10 12. **“Class Period”** means the period from May 5, 2009 through August  
11 27, 2012.

12 13. **“Class Member”** means any person who falls within the “Settlement  
13 Class,” as defined in Section 2 and who does not elect exclusion or opt-out from the  
14 Class.

15 14. **“Class Representative”** means Plaintiff Shonnthey Moodie.

16 15. **“Consumer Report Information”** means a “consumer report” as  
17 defined in the FCRA, 15 U.S.C. § 1681a(d), including, without limitation,  
18 background check reports, credit reports, credit scores, and other information  
19 derived from a consumer report.

20 16. **“Court”** means the Honorable Fernando M. Olguin, United States  
21 District Court for the Central District of California, or other such judge to whom  
22 the Action may hereafter be assigned.

23 17. **“Effective Date”** means the date on which the Final Order and/or  
24 Final Judgment in the Action become “Final.” “Final” means one (1) business day  
25 after all of the following conditions have been satisfied: (a) the Final Order and  
26 Final Judgment have been entered; and (b)(i) if reconsideration and/or appellate  
27 review is not sought from the Final Order and Final Judgment, the expiration of the  
28 time for the filing or noticing of any motion for reconsideration, appeal, and/or  
petition; or (b)(ii) if reconsideration and/or appellate review is sought from the



1 Final Order and/or Final Judgment: (A) the date on which the Final Order and/or  
2 Final Judgment are affirmed and are no longer subject to judicial review, or (B) the  
3 date on which the motion for reconsideration, appeal, or petition is dismissed or  
4 denied and the Final Order and/or Final Judgment are no longer subject to judicial  
5 review.

6 18. **“Final Approval”** means the date that the Court enters an order and  
7 judgment granting final approval to this Settlement without modification unless  
8 expressly agreed to by Maxim and Plaintiff, and the Court further determines the  
9 amount of fees, costs, and expenses awarded to Class Counsel and the amount of  
10 the Service Award to Plaintiff (the “Final Approval Order”). In the event that the  
11 Court issues separate orders addressing the foregoing matters, then Final Approval  
12 means the date of the last of such orders.

13 19. **“Final Approval Order”** means the order and judgment that the  
14 Court enters upon Final Approval. In the event that the Court issues separate orders  
15 addressing the matters constituting Final Approval, then Final Approval Order  
16 includes all such orders.

17 20. **“Net Settlement Fund”** means the Settlement Fund less (i)  
18 Administration Expenses, (ii) any Court approved Service Award, and (iii) any  
19 Attorneys’ Fees and Expenses. The Net Settlement Fund will include any interest  
20 earned (not of taxes in the Escrow Account).

21 21. **“Notice”** means the notice of proposed class action settlement that the  
22 Parties will ask the Court to approve in connection with the motion for preliminary  
23 approval of the Settlement. “Notice Program” means the methods provided for in  
24 this Agreement for giving the Notice and consists of (1) a mailed “double post-  
25 card” notice with detachable claim form to all those Class Members whose  
26 addresses can be ascertained with reasonable effort, “Mail Notice;” and (2) Long-  
27 Form Notice posted on the Settlement Website. The form of the Mail Notice and  
28 Long-Form Notice shall be substantially in the form attached hereto as Exhibits B



1 and C, and approved by the Court. Additional description of the contemplated  
2 Notice Program in Section 6 hereof.

3 22. **“Notice Deadline”** means sixty (60) days after the Preliminary  
4 Approval.

5 23. **“Objection Deadline”** means forty-five (45) days after the Notice  
6 Deadline. The Objection Deadline will be specified in the Notice.

7 24. **“Opt-Out Deadline”** means forty-five (45) days after the Notice  
8 Deadline. The Opt-Out Deadline will be specified in the Notice.

9 25. **“Parties”** means Plaintiff (defined below), on behalf of herself and the  
10 Settlement Class, and Maxim.

11 26. **“Plaintiff”** or **“Named Plaintiff”** means Shonnitey Moodie, on behalf  
12 of herself and the Settlement Class.

13 27. **“Preliminary Approval”** means the date that the Court enters,  
14 without material change, an order preliminarily approving the Settlement in the  
15 form substantially the same as in the attached Exhibit A.

16 28. **“Released Claims”** means all claims to be released as specified in  
17 Section 12 hereof. The “Releases” means all of the releases contained in Section 12  
18 hereof.

19 29. **“Released Parties”** means those persons released as specified in  
20 Section 12 hereof.

21 30. **“Releasing Parties”** means Plaintiff and all Settlement Class  
22 Members who do not timely and properly opt out of the Settlement, and each of  
23 their respective heirs, assigns, beneficiaries, successors, agents, administrators,  
24 servants, employees, representatives, executors, trustees, joint venturers, partners,  
25 predecessors, and attorneys.

26 31. **“Service Award”** means such funds as may be awarded by the Court  
27 to the Class Representative in recognition of their time, effort, and service to the  
28

1 Class, expended in pursuing the Action and in fulfilling their obligations and  
2 responsibilities as the Class Representative.

3 32. **“Settlement”** means the settlement into which the Parties have entered  
4 to resolve the Action. The terms of the Settlement are set forth in this Agreement.

5 33. **“Settlement Administrator”** means JND Legal Administration. The  
6 Settlement Administrator shall be responsible for providing the Class Notice as  
7 well as services related to administration of the settlement. Class Counsel and  
8 Maxim may, by agreement, substitute a different organization as Settlement  
9 Administrator, subject to approval by the Court if the Court has previously  
10 approved the Settlement preliminarily or finally. In the absence of agreement, either  
11 Class Counsel or Maxim may move the Court to substitute a different organization  
12 as Settlement Administrator, upon a showing that the responsibilities of Settlement  
13 Administrator have not been adequately executed by the incumbent.

14 34. **“Settlement Class”** means the class defined in Section 2 hereof.

15 35. **“Settlement Class Member”** means any person included in the  
16 Settlement Class who does not exclude himself or herself from the Settlement.

17 36. **“Settlement Fund”** means an amount equal to One Million Two  
18 Hundred Thousand Dollars (\$1,200,000.00).

19 37. **“Settlement Website”** means the website that the Settlement  
20 Administrator will establish as soon as practicable following Preliminary Approval,  
21 but prior to the commencement of the Notice Program, as a means for Settlement  
22 Class Members to obtain notice of and information about the Settlement, through  
23 and including hyperlinked access to this Agreement, the Long-Form Notice, the  
24 order preliminarily approving this Settlement, the Claim Form, and such other  
25 documents as Claims Counsel and Maxim agree to post or that the Court orders  
26 posted on the website. These documents shall remain on the Settlement Website at  
27 least until Final Approval. The URL of the Settlement Website shall be  
28 [www.MaximHealthcareSettlement.com](http://www.MaximHealthcareSettlement.com) or such other URL as Class Counsel and

1 Maxim may subsequently agree upon in writing. The Settlement Website shall not  
2 include any advertising, and shall not bear or include the Maxim logo or Maxim  
3 trademarks. Ownership of the Settlement Website URL shall be transferred to  
4 Maxim within ten (10) days of the date on which operation of the Settlement  
5 Website ceases.

## 6 SECTION 2

### 7 CERTIFICATION OF THE SETTLEMENT CLASS

8 38. For settlement purposes only, Plaintiff agrees to ask the Court to  
9 certify the following "Settlement Class" under Rule 23(b)(3) of the Federal Rules  
10 of Civil Procedure:

11 All individuals who (1) were hired by Maxim between  
12 May 5, 2009 and August 27, 2012; (2) executed one of  
13 the forms collectively attached as Exhibit "A" or a  
substantively identical version of those forms; and (3)  
before August 27, 2012.

14 39. The Parties agree that Plaintiff shall be the Class Representative and  
15 shall represent the Settlement Class for settlement purposes, and that the law firms  
16 of Zimmerman Reed and Mahoney Law Group shall be appointed as Class Counsel  
17 for the Settlement Class. Plaintiff, through Class Counsel, shall apply to the Court  
18 for Preliminary Approval of this Agreement, as provided in Section 4 of this  
19 Agreement.

20 40. Maxim does not consent to certification of the Settlement Class for any  
21 purpose other than to effectuate settlement of the Action. If the Court does not  
22 grant Final Approval of the Settlement, or if for any other reason the Effective Date  
23 does not occur, any certification of any Settlement Class will be vacated and the  
24 Parties will be returned to their positions with respect to the Action as if the  
25 Agreement had not been entered into. In the event that Final Approval is not  
26 achieved: any Court orders preliminarily or finally approving the certification of  
27 any class contemplated by this Agreement shall be null, void, and vacated, and shall  
28 not be used or cited thereafter by any person or entity, including in any manner

1 whatsoever, including without limitation any contested proceeding relating to the  
2 certification of any class. In the event the terms and conditions of this Agreement  
3 are substantially modified by the Court, each of the Parties reserve the right to  
4 declare this Agreement null and void, in their sole discretion, within fifteen (15)  
5 days after such modification.

### 6 **SECTION 3**

#### 7 **SETTLEMENT CONSIDERATION**

8 41. The maximum total cash consideration to be paid by Maxim pursuant  
9 to the Settlement shall be One Million Two Hundred Thousand Dollars  
10 (\$1,200,000.00), which includes all amounts that Maxim agrees to pay in full  
11 settlement of these claims including, but not limited to, payments to Class  
12 Members, Administration Expenses, any Service Award and any Attorneys' Fees  
13 and Expenses.

### 14 **SECTION 4**

#### 15 **SETTLEMENT APPROVAL**

16 42. Upon execution of this Agreement by all Parties, Class Counsel shall  
17 promptly move the Court for an Order granting preliminary approval of this  
18 Settlement ("Preliminary Approval Order"). Class Counsel may represent to the  
19 Court that the preliminary motion is unopposed by Maxim. The proposed  
20 Preliminary Approval Order that will be attached to the motion shall be in a form  
21 agreed upon by Class Counsel and Maxim, and substantially in the form as is  
22 attached hereto as Exhibit A. The motion for preliminary approval shall request that  
23 the Court: (1) approve the terms of the Settlement as within the range of fair,  
24 adequate, and reasonable; (2) provisionally certify the Settlement Class pursuant to  
25 Federal Rule of Civil Procedure 23(b)(3) and (e) for settlement purposes only; (3)  
26 approve the Notice Program set forth herein and approve the form and content of  
27 the Notices of the Settlement; (4) approve the procedures set forth in Section 7  
28 hereof for Class Members to exclude themselves from the Settlement Class or to

1 object to the Settlement; (5) stay the Action pending Final Approval of the  
2 Settlement; and (6) schedule a Final Approval hearing for a time and date mutually  
3 convenient for the Court, Class Counsel, and counsel for Maxim, and no earlier  
4 than ninety (90) days after the Class Action Fairness Act, 28 U.S.C. § 1715(b)  
5 (“CAFA”) notices are mailed, at which the Court will conduct an inquiry into the  
6 fairness of the Settlement, determine whether it was made in good faith, and  
7 determine whether to approve Class Counsel’s application for attorneys’ fees, costs,  
8 and expenses and for a Service Award to Plaintiff (“Final Approval Hearing”).

## 9 **SECTION 5**

### 10 **SETTLEMENT ADMINISTRATOR**

11 43. The Settlement Administrator shall administer various aspects of the  
12 Settlement as described in the next paragraph hereafter and perform such other  
13 functions as are specified for the Settlement Administrator elsewhere in this  
14 Agreement, including, but not limited to, providing Mail Notice to Settlement Class  
15 Members as described in Section 6; administering the Claims process; distributing  
16 the Net Settlement Fund as provided herein; and paying the remainder of the  
17 Settlement Fund to Maxim in the event of a termination of the Settlement pursuant  
18 to Section 14 hereof.

19 44. The Settlement Administrator will establish and administer a Qualified  
20 Settlement Fund within the meaning of Treasury Regulation § 1.468B-1. The  
21 Settlement Administrator shall file any required tax documentation and taxes will  
22 be paid out of the interest earned.

23 45. Data about Settlement Class will be provided to the Settlement  
24 Administrator only, and it shall be kept confidential by the Settlement  
25 Administrator.

26 46. The duties of the Settlement Administrator, in addition to other  
27 responsibilities that are described in this Agreement, are as follows:  
28

- a. Obtain from Maxim the name and last known address information for Settlement Class Members (to the extent it is reasonably available from Maxim's business records), and verify and update the mail addresses received, through the National Change of Address database, for the purpose of sending the Mail Notice to Settlement Class Members, and re-mail returned notices if reasonably practicable;
- b. Establish and maintain a Post Office box for mailed requests for exclusion from the Settlement Class;
- c. Establish and maintain the Settlement Website (*e.g.*, [www.MaximHealthcareSettlement.com](http://www.MaximHealthcareSettlement.com)) with electronic claim filing capability that also includes all relevant settlement forms, the operative complaint, the settlement agreement (and any exhibits thereto), and any orders and motions relating to the Settlement;
- d. Establish and maintain an automated toll-free telephone line for Settlement Class Members to call with Settlement related inquiries, and answer the questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- e. Respond to any mailed Settlement Class Member inquiries;
- f. Process all requests for exclusion from the Settlement Class;
- g. Provide weekly reports and, no later than five days after the Opt-Out Deadline, a final report to Class Counsel and Maxim that summarize the number of requests for exclusion received that week, the total number of exclusion requests received to date, and other pertinent information;
- h. Payment of any taxes pursuant to paragraph 57;
- i. In advance of the Final Approval Hearing, prepare a declaration to submit to the Court that identifies each Settlement Class Member who timely and properly requested exclusion from the Settlement Class;
- j. Process and transmit distributions to Settlement Class Members from the Settlement Fund;
- k. Review, determine the validity of, and respond to all Claims;
- l. Provide weekly reports and a final report to Class Counsel and Maxim that summarize the number of Claims since the prior reporting period, the total number of Claims received to date, the number of any Claims granted and denied since the prior reporting period, the total number of Claims granted and denied to date, and other pertinent information;
- m. Pay invoices, expenses, and costs upon approval by Class Counsel and Maxim, as provided in this Agreement; and







1 Program shall not bear or include the Maxim logo or trademarks or the return  
2 address of Maxim, or otherwise be styled to appear to originate from Maxim. Such  
3 notice shall be part of the Administrative Costs and shall be paid from the  
4 Settlement Fund.

5 49. Notice shall be provided to Class Members as follows: Mail Notice  
6 and Long-Form Notice on the Settlement Website. Notice shall be provided  
7 substantially in a form as that attached hereto as Exhibits B and C.

8 50. After the Settlement Administrator receives from Class Counsel and  
9 Maxim the data files that identify, subject to the availability of information in  
10 reasonable accessible electronic form, the names and last known mail addresses of  
11 the identifiable Class Members, the Settlement Administrator will run the mail  
12 addresses through the National Change of Address Database, and shall mail to all  
13 such Settlement Class Members postcards that contain the Mail Notice (the “Mail  
14 Notice Program”).

15 51. The Mail Notice Program shall be completed by the Notice Deadline.  
16 Within seven (7) days after the date the Settlement Administrator completes the  
17 Mail Notice Program, the Settlement Administrator shall provide Class Counsel  
18 and Maxim an affidavit that confirms that the Mail Notice Program was completed  
19 in a timely manner. Class Counsel shall file that affidavit with the Court as an  
20 exhibit to or in conjunction with Plaintiff’s motion for final approval of the  
21 Settlement.

22 52. Maxim shall be responsible for all Class Action Fairness Act  
23 (“CAFA”) notice requirements imposed by 28 U.S.C. § 1715(b).

24 53. Within the parameter set forth in this Section, further specific details  
25 of the Notice Program shall be subject to the agreement of Class Counsel and  
26 Maxim.

SECTION 7

OPT-OUT AND OBJECTIONS

54. Exclusion/Opt-Out: Any Class Member may exclude himself or herself from the Settlement and Release, and from the Settlement's binding effect, by mailing to the Settlement Administrator, postmarked by the Opt-Out Deadline, a written request to opt out or be excluded from the Settlement. The request must include the individual's name and address; a statement that he or she wants to be excluded from the settlement in *Moodie v. Maxim Healthcare Services, Inc.*, United States District Court for the Central District of California, Case No. 2:14-cv-03471-FMO-AS; and the individual's signature. The Settlement Administrator shall provide the Parties with copies of all completed opt-out requests, and Plaintiff shall file a list of all who have opted out with the Court no later than ten (10) days prior to the Final Approval Hearing. Any Class Member who does not timely and validly request to opt out shall be bound by the terms of this Agreement.

55. Objections: Any Class Member who does not opt out of the Settlement may object to the Settlement or object to Class Counsel's application for attorneys' fees, costs, and expenses, or for a Service Award. Objections must be electronically filed with the Court or mailed to the Clerk of the Court. For an objection to be considered by the Court, the objection must be electronically filed or mailed first-class postage prepaid and addressed in accordance with the instructions and the postmark date indicated on the envelope must be no later than the Objection Deadline, as specified in the Notice.

56. For an objection to be considered by the Court, the objection must also set forth:

- a. The name of the Action;
- b. The objector's full name, address, and telephone number;
- c. An explanation of the basis upon which the objector claims to be a Settlement Class Member;

- d. All grounds for the objections, accompanied by any legal support for the objection;
- e. For any objector who did not receive Mail Notice and claims to be a member of the Settlement Class, the objector must prove:
  - i. A true and correct copy of the objector's background check authorization form executed during the Class Period; and
  - ii. Attestation that, to the best of the objector's knowledge, the objector was employed by Maxim and Maxim procured a background check on the objector after the objector applied for employment with Maxim.
- f. The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- g. The identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- h. A list of any persons who will be called to testify at the Final Approval Hearing in support of the objection;
- i. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
- j. A list of all other objections the objector, or the objector's counsel, has submitted to any class action settlements in any state or federal court in the United States in the previous five years and consideration paid to resolve them. If the Class Member, or his, her or its counsel, has not objected to any other class action settlement in the United States in the previous five (5) years, he, she or it shall affirmatively so state in the objection; and
- k. The objector's signature (an attorney's signature is not sufficient).

## SECTION 8

### FINAL APPROVAL ORDER AND JUDGMENT

57. Plaintiff's motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. Plaintiff shall file her application for Attorneys' Fees and Expenses, and for a Service Award for Plaintiff, no later than thirty (30) days prior to the Objection Deadline. Plaintiff shall file her motion for final approval of the

1 Settlement no later than fourteen (14) days prior to the Final Approval Hearing. At  
2 the Final Approval Hearing, the Court will hear argument on Plaintiff's motion for  
3 final approval of the Settlement, and Class Counsel's application for Attorneys'  
4 Fees and Expenses, and for a Service Award for Plaintiff. In the Court's discretion,  
5 the Court also will hear argument at the Final Approval Hearing from any  
6 Settlement Class Member (or their counsel) who object to the Settlement or to the  
7 Attorneys' Fees and Expense, or Service Award application, provided the objectors  
8 filed timely objections that meet all of the requirements listed in paragraph 52  
9 above.

10 58. At or following the Final Approval Hearing, the Court will determine  
11 whether to enter the Final Approval Order granting final approval of the Settlement,  
12 and whether to approve Class Counsel's request for Attorneys' Fees and Expenses,  
13 and the Service Award. The proposed Final Approval Order that will be attached to  
14 the motion shall be in a form agreed upon by Class Counsel and Maxim. Such  
15 proposed Final Approval Order shall, among other things:

- 16 a. Determine that the Settlement is fair, adequate and reasonable;
- 17 b. Finally certify the Settlement Class for settlement purposes  
18 only;
- 19 c. Determine that the Notice provided satisfied Due Process  
20 requirements;
- 21 d. Dismiss the Action with prejudice and without costs;
- 22 e. Bar and enjoin Plaintiff and all Settlement Class Members from  
23 asserting any of the Released Claims, as set forth in Section 12  
24 hereof, including during the pendency of any appeal from the  
25 Final Approval Order;
- 26 f. Release Maxim and the Released Parties from the Released  
27 Claims, as set forth in Section 12 hereof; and
- 28 g. Reserve the Court's continuing and exclusive jurisdiction over  
the Parties to this Agreement, including Maxim, all Settlement

1 Class Members, and all objectors, to administer, supervise,  
2 construe, and enforce this Agreement in accordance with its  
3 terms.

4 **SECTION 9**  
5 **SETTLEMENT FUND**

6 59. The Settlement Administrator will establish a “qualified settlement  
7 fund” within the meaning of United States Treasury Reg. § 1.468B-1. Within seven  
8 (7) days after the Court issues its Preliminary Approval Order, Maxim will deposit  
9 Thirty-Five Thousand Dollars (\$35,000.00), or one-third (1/3) of the estimated  
10 settlement administration expenses for the Settlement, as set forth in paragraph 47,  
11 into a Qualified Settlement Account. The Settlement Administrator may submit  
12 invoices to Class Counsel for approval, and, upon approval, the Settlement  
13 Administrator may withdraw the agreed upon costs from the Qualified Settlement  
14 Account. In the event that the Qualified Settlement Account lacks funds sufficient  
15 to allow the Settlement Administrator to withdraw costs approved by Class Counsel  
16 prior to the Claim Deadline, Maxim shall deposit, on an invoice-by-invoice basis,  
17 additional amounts to the Qualified Settlement Account. Provided, however, that  
18 the total amount deposited by Maxim prior to the Effective Date not exceed  
19 Seventy Thousand Dollars (\$70,000), or two-thirds (2/3) of the estimated settlement  
20 administration expenses. Within seven (7) days after the Effective Date, Maxim  
21 will deposit the balance of the total value owed to those Class Members into the  
22 Qualified Settlement Account, as set forth in Section 11 hereof.

23 60. The Settlement Fund at all times shall be deemed a “qualified  
24 settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1 and  
25 shall be administered by the Settlement Administrator. All taxes (including any  
26 estimated taxes, and any interest or penalties relating to them) arising with respect  
27 to the income earned by the Settlement Fund or otherwise, including any taxes or  
28 tax detriments that may be imposed upon Maxim or its counsel with respect to

1 income earned by the Settlement Fund for any period during which the Settlement  
2 Fund does not qualify as a “qualified settlement fund” for the purpose of federal or  
3 state income taxes or otherwise (collectively “Taxes”), shall be paid out of the  
4 Settlement Fund. The Settlement Administrator shall file any required tax  
5 documentation and taxes will be paid out of the interest earned. Plaintiff and Class  
6 Counsel, and Maxim and its counsel, shall have no liability or responsibility for any  
7 of the Taxes. The Settlement Fund shall indemnify and hold Plaintiff and Class  
8 Counsel, and Maxim and its counsel, shall have no liability or responsibility for any  
9 of the Taxes. The Settlement Fund shall indemnify and hold Plaintiff and Class  
10 Counsel, and Maxim and its counsel harmless for all Taxes (including, without  
11 limitation, Taxes payable by reason of any such indemnification). Payments from  
12 the Settlement Fund to Class Members shall be classified for tax purposes as  
13 follows: 100% as penalties, for which an IRS Form 1099 shall issue.

14 61. The Settlement Fund shall be used for the following purposes:

- 15 a. Distribution of payments to Claimants whose Claims the  
16 Settlement Administrator has finally approved pursuant to  
17 Section 10 hereof;
- 18 b. Payment of any Taxes pursuant to paragraphs 56–57 hereof,  
19 including, without limitation, taxes owed as a result of interest  
20 earned on the Settlement Fund Account, in a timely manner,  
subject to approval by Class Counsel and Maxim;
- 21 c. Payment of any costs of Settlement administration and the  
22 Notice Program;
- 23 d. Payment of any Service Award;
- 24 e. Payment of any Attorneys’ Fees and Expenses; and
- 25 f. Payment of additional fees, costs, and expenses not specifically  
26 enumerated in this paragraph, consistent with the purposes of  
27 this agreement, subject to approval of Class Counsel and  
28 Maxim.



**SECTION 10**

**CLAIMS PROCESS**

62. Any Settlement Class Member may submit a Claim to the Settlement Administrator seeking a distribution from the Net Settlement Fund except those who have already settled with Maxim and released all claims against Maxim relating to, based upon, resulting from, or arising out of the allegations in the Action, including any claims arising out of the alleged violation of the FCRA, any similar claims under applicable state law, or any other state or local law governing the use of background checks during the Class Period.

63. A Claim may be submitted by filing a request with the Settlement Administrator using a Claim Form. The Claim Form is substantially in a form as that attached as Exhibit D. Claims may also be submitted electronically through the Settlement Website, which shall require the submission of additional information necessary to confirm membership in the Settlement Class. The electronic Claim Form is substantially in a form as that attached as Exhibit E. The Claim Form shall be agreed upon by the Parties after consultation with the Settlement Administrator.

64. A Claimant shall submit no more than one Claim, regardless of the number of authorization forms the Claimant executed.

65. The following information and evidence, at a minimum, shall be required with respect to each Claim:

- a. Claimant's name;
- b. Claimant's current mailing address, to allow for the Settlement Administrator to send any Settlement Fund Payment check to a correct address;
- c. Election to receive a Settlement Fund Payment; and
- d. For any Claimant who did not receive Mail Notice:
  - i. A true and correct copy of the Claimant's background check authorization form executed during the Class Period; and



- 1                   ii.     Attestation that, to the best of the Claimant's knowledge,  
2                   the Claimant was employed by Maxim and Maxim  
3                   procured a background check on the Claimant after the  
4                   Claimant applied for employment with Maxim.

5           66.     All Claims must be submitted to the Settlement Administrator by the  
6           Claim Deadline. Claim Forms shall be available on the website, either for electronic  
7           submission or for download and shall be available by writing, calling, or emailing  
8           the Settlement Administrator.

9           67.     The Settlement Administrator shall have final authority to determine  
10          the adequacy of the substantiation and the legitimacy of any Claim. The Settlement  
11          Administrator shall have discretion to require a Claimant to submit additional  
12          information and documentation to support a Claim. In exercising its discretion  
13          under this paragraph, the Settlement Administrator shall take into account the  
14          burden imposed by requiring additional information and documentation and other  
15          appropriate considerations.

16          68.     The Settlement Administrator shall not reject any claim until after  
17          consultation with Class Counsel and Maxim. If, after that consultation, the  
18          Settlement Administrator will reject the claim, it shall provide written notice to the  
19          Claimant, and an opportunity to remedy curable deficiencies, and/or state any  
20          grounds for contesting the proposed decision of the Settlement Administrator,  
21          within thirty (30) days of the date the Settlement Administrator sends notice by  
22          email or mail (whichever is earlier). A Claimant shall only receive one 30-day  
23          period in which to respond to the Settlement Administrator's proposed rejection of  
24          a Claim. Untimely submission of a Claim is not a curable deficiency within the  
25          meaning of this paragraph.

26          69.     If submitted by mail, a Claim (or remedial submission) shall be  
27          deemed to have been submitted when posted if received with a postmark date  
28          indicated on the envelope if mailed first-class postage prepaid and addressed in  
29          accordance with the instructions. If submitted electronically, a Claim (or remedial

1 submission) shall be deemed to have been submitted on the date it is uploaded to  
2 the Settlement Website.

3 70. All Claims Forms shall be subject to such anti-fraud procedures and  
4 random and/or selective audits as the Settlement Administrator shall adopt in its  
5 discretion. The Settlement Administrator shall be responsible for developing an  
6 appropriate plan to audit Claim Forms. Class Counsel and Maxim retain the right to  
7 independently audit Claim Forms if they choose to do so.

8 71. Within the parameters set forth in this Section, further specific details  
9 of the Claims process shall be subject to the agreement of Class Counsel and  
10 Maxim. In the event that the Settlement Administrator determines, in its discretion,  
11 that any adjustment to the Claims process or deadlines is called for, the Settlement  
12 Administrator shall confer with Class Counsel and Maxim. Changes may be made  
13 to the Claims process set forth in this Section by agreement between Class Counsel  
14 and Maxim, in order to facilitate the working of the Claims process or  
15 accomplishment of the goals of the Claims process, subject to approval by the  
16 Court.

## 17 **SECTION 11**

### 18 **DISTRIBUTION OF NET SETTLEMENT FUND**

19 72. The Settlement Administrator shall distribute the entire Net Settlement  
20 Fund to the Settlement Class Members who submit a valid and timely Claim Form  
21 and who have not submitted a Request for Exclusion Form, or those who have  
22 already settled with Maxim and released all claims against Maxim relating to, based  
23 upon, resulting from, or arising out of the allegations in the Action, including any  
24 claims arising out of the alleged violation of the FCRA, any similar claims under  
25 applicable state law, or any other state or local law governing the use of background  
26 checks during the Class Period.

27 73. Within seven (7) days after the Effective Date, Maxim will deposit the  
28 balance of the total value owed to those Class Members, or One Million Two

1 Hundred Thousand Dollars (\$1,200,000.00) less amounts deposited into the  
2 Qualified Settlement Fund pursuant to paragraph 59, into the Qualified Settlement  
3 Fund. Upon deposit of the balance of the total value owed into the Qualified  
4 Settlement Fund, the Settlement Administrator may withdraw any agreed upon  
5 costs to administer the Settlement not withdrawn pursuant to paragraph 59, upon  
6 written approval of Class Counsel.

7 74. Within ten (10) days after the Effective Date, the Settlement  
8 Administrator shall pay the Class Representative from the Qualified Settlement  
9 Fund any Court approved Service Award awarded by the Court, as set forth in  
10 Section 13 of this Agreement.

11 75. Within ten (10) days after the Effective Date, the Settlement  
12 Administrator shall pay Class Counsel from the Qualified Settlement Fund all  
13 Attorneys' Fees and Expenses awarded by the Court, as set forth in Section 13 of  
14 this Agreement.

15 76. Each individual that timely submitted a claim form will be entitled to a  
16 payment of an amount equal to one (1) share of the Net Settlement Fund. The value  
17 of that share is calculated by dividing one (1) by the total number of Class  
18 Members, and then multiplying that number with the Net Settlement Fund.

19 77. Settlement Fund Payments will be made by check with an appropriate  
20 legend, in a form approved by Class Counsel and Maxim, to indicate that it is from  
21 the Settlement. Checks will be prepared and mailed by the Settlement  
22 Administrator to the addresses that the Settlement Administrator identifies as valid.  
23 Checks shall be valid for 180 days. The Settlement Administrator will make  
24 reasonable efforts to locate the proper address for any intended recipient of  
25 Settlement Funds whose check is returned by the Postal Service as undeliverable,  
26 and will re-mail it once to the updated address.

27 78. The amount of the Settlement Fund attributable to uncashed or  
28 returned checks sent by the Settlement Administrator shall remain in the Settlement

1 Fund for 180 days from the date that the last distribution check is mailed by the  
2 Settlement Administrator, during which time the Settlement Administrator shall  
3 make a reasonable effort to locate intended recipients of Settlement Funds whose  
4 checks were returned to effectuate delivery of such checks. The Settlement  
5 Administrator shall make only one attempt to re-mail or re-issue a distribution  
6 check. If any funds remain in the Settlement Fund within 180 days of the date the  
7 Settlement Administrator mails the last Settlement Fund Payment, those funds shall  
8 be distributed through a residual *cy pres* program. The residual *cy pres* recipient(s)  
9 shall be agreed upon by Class Counsel and Maxim and approved by the Court. Any  
10 residual *cy pres* distribution shall be paid as soon as reasonably possible following  
11 the completion of the distribution of Settlement Fund Payments. In the event no  
12 money remains in the Settlement Fund 180 days after the last Settlement Fund  
13 Payment is mailed, the Parties shall have no obligation whatsoever to make any  
14 residual *cy pres* distribution.

## 15 SECTION 12

### 16 RELEASES

17 79. As of the Effective Date, Plaintiff and each Settlement Class Member,  
18 each on behalf of himself or herself and on behalf of his or her respective heirs,  
19 assigns, beneficiaries, successors, agents, administrators, servants, employees,  
20 representatives, executors, trustees, joint venturers, partners, predecessors, and  
21 attorneys (collectively the “Releasing Parties”), shall automatically be deemed to  
22 have fully and irrevocably released and forever discharged Maxim Healthcare  
23 Services, Inc. and each of its future, present and former direct and indirect parents,  
24 subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the  
25 future, present and former directors, officers, employees, managers, servants,  
26 principals, agents, insurers, reinsurers, shareholders, attorneys, advisors,  
27 consultants, representatives, partners, joint venturers, independent contractors,  
28 vendors, wholesalers, resellers, distributors, retailers, divisions, predecessors,

1 successors, and assigns (collectively the “Released Parties”) of each of them, of and  
2 from any and all liabilities, rights, claims, actions, causes of action, obligations,  
3 demands, damages, costs, expenses, attorneys’ fees, losses, claims, liabilities,  
4 demands, and remedies, of whatever character, whether known or unknown,  
5 existing or potential, suspected or unsuspected, liquidated or unliquidated, legal,  
6 statutory, or equitable, that result from, arise out of, are based upon, in connection  
7 with, or relate to the conduct, omissions, duties or matters between May 5, 2014  
8 and Preliminary Approval that were or could have been alleged in the Action,  
9 including, without limitation, any claims, actions, causes of action, demands,  
10 damages, losses, or remedies, whether based upon federal or state statutes or federal  
11 or state common law, relating to, based upon, resulting from, or arising out of any  
12 claims arising out of the alleged violation of the FCRA, any similar claims under  
13 applicable state law, or any other state or local law governing the use of background  
14 checks.

15 80. Plaintiff or any Settlement Class Member may hereafter discover facts  
16 other than or different from those he or she knows or believes to be true with  
17 respect to the subject matter of the claims released pursuant to paragraph 79 hereof,  
18 or the law applicable to such claims may change. Nonetheless, each of those  
19 individuals expressly agrees that with respect to the released claims, which arise  
20 from the subject matter of this Settlement, that, as of the Effective Date, he or she  
21 shall have automatically and irrevocably waived and fully, finally, and forever  
22 settled and released any known or unknown, suspected or unsuspected, asserted or  
23 unasserted, liquidated or unliquidated, contingent or non-contingent claims with  
24 respect to all of the matters described in or subsumed by this paragraph and  
25 paragraph 79 hereof. Further, each of those individuals agrees and acknowledges  
26 that he or she shall be bound by this Agreement, including by the releases contained  
27 in this paragraph and paragraph 79 hereof, and that all of their claims in the Action  
28 shall be dismissed with prejudice and released, whether or not such claims are

1 concealed or hidden; without regard to subsequent discovery of different or  
2 additional facts and subsequent changes in the law; and even if he or she never  
3 receives actual notice of the Settlement and/or never receives a distribution of funds  
4 from the Settlement.

### 5 **SECTION 13**

#### 6 **SERVICE AWARD AND ATTORNEYS' FEES AND EXPENSES**

7 81. In recognition of the time and effort the representative Plaintiff  
8 expended in pursuing the Action and fulfilling her obligations and responsibilities  
9 as class representative, and of the benefits conferred on all Class Members by the  
10 Settlement, Class Counsel may ask the Court for the payment of a Service Award  
11 from the Settlement Fund to the Class Representative. Maxim will not take a  
12 position on the application for the Service Award by Class Counsel to the extent  
13 that such award does not exceed Seven Thousand Five Hundred Dollars  
14 (\$7,500.00). Class Counsel may apply to the Court for a Service Award to be paid  
15 from the Settlement Fund of up to Seven Thousand Five Hundred Dollars  
16 (\$7,500.00) for her time, effort and risk in connection with the Action. No amount  
17 has been guarantee or promised to Plaintiff or Class Representative. The Court shall  
18 determine the final amount of any Service Award to the Class Representative, in its  
19 discretion, based upon the request by or on behalf of the Class Representative. Any  
20 Service Award made by the Court shall be paid by the Settlement Administrator  
21 from the Settlement Fund.

22 82. The Class Representative acknowledges that she: (i) supports the  
23 Settlement as fair, adequate and reasonable to the Class, whether or not the Court  
24 appoints her as Class Representative or awards her any Service Award; (ii) has not  
25 asserted any individual, non-class claims against any Defendant in the operative  
26 complaint; (iii) has not entered into any separate settlement agreement with any  
27 Defendant in the operative complaint for a release of any reserved claims; (iv) has  
28 not received any additional consideration from any Defendant in the operative



1 complaint that other Class Members are not in a position to receive should this  
2 Settlement be approved, other than the Service Award, which the Court may, in its  
3 discretion, award to the Class Representative, and (v) has read and considered this  
4 Agreement.

5 83. The ability of the Class Representative to apply to the Court for a  
6 Service Award is not conditioned on her support of the Settlement.

7 84. The amount of the Service Award payment to be applied for as set  
8 forth herein was negotiated independently from the other terms of the Settlement.  
9 Further, the allowance or disallowance by the Court of an award of a Service Fee  
10 will be considered and determined by the Court separately from the Court's  
11 consideration and determination of the fairness, reasonableness, and adequacy of  
12 the Settlement.

13 85. Class Counsel shall apply to the Court for payment of Attorneys' Fees  
14 and Expenses, and Maxim agrees not to oppose Class Counsel's request for  
15 Attorneys' Fees and Expenses of up to, twenty-five percent (25%) of the Settlement  
16 Fund, or Three Hundred Thousand Dollars (\$300,000.00).

17 86. The amount of the Attorneys' Fees and Expenses to be applied for by  
18 Class Counsel was negotiated independently from the other terms of the class  
19 Settlement. The Parties negotiated the Attorneys' Fees and Expenses to be sought  
20 by Class Counsel only after reaching an agreement upon the relief provided to the  
21 Class.

22 87. Within ten (10) business days after the Effective Date, Settlement  
23 Administrator shall pay to Class Counsel all Court approved Attorneys' Fees and  
24 Expenses. Provided, however, that Maxim shall not pay any such fees, costs, or  
25 expenses to Class Counsel until such time as Class Counsel have jointly agreed  
26 upon a plan of allocation of fees, costs, and expenses among all Class Counsel, and  
27 have jointly provided payment instructions to the Settlement Administrator.  
28



88. The payment of Attorneys' Fees and Expenses of Class Counsel pursuant to paragraphs 85–86 hereof shall be paid pursuant to the allocation provided to the Settlement Administrator pursuant to paragraph 87. The Settlement Administrator shall then send separate payment to Class Counsel pursuant to the allocation.

## SECTION 14

## TERMINATION OF SETTLEMENT

89. This Settlement may be terminated by either Class Counsel or Maxim by serving on counsel for the opposing Party and filing with the Court a written notice of termination within forty-five (45) days (or such longer time as may be agreed between Class Counsel and Maxim) after any of the following occurrences:

- a. Class Counsel and Maxim agree to termination;
- b. The Court fails to preliminarily approve the Settlement within 180 days after filing of the motion or amended motion for preliminary approval, or fails to finally approve the Settlement within 360 days of Preliminary Approval;
- c. The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement;
- d. An appellate court reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand within 270 days of such reversal;
- e. Any court incorporates terms or provisions into, or deletes or strikes terms or provisions from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement in a way that Class Counsel or Maxim reasonably considers material;
- f. The Effective Date does not occur; or
- g. Any other ground for termination provided elsewhere in the Agreement.





1 the truth or falsity of any claims or defenses heretofore made, or an  
2 acknowledgement or admission by any party of any fault, liability, or wrongdoing  
3 of any kind whatsoever.

4 98. Neither the Settlement, nor any act performed or document executed  
5 pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or  
6 may be used as, an admission of, or evidence of, the validity of any claim made by  
7 Plaintiff or Settlement Class Members, or of any wrongdoing or liability of the  
8 Released Parties; or (b) is or may be deemed to be, or may be used as, an admission  
9 of, or evidence of, any fault or omission of any of the Released Parties, in the  
10 Action or in any proceeding in any court, administrative agency, or other tribunal.

11 99. In addition to any other defenses Maxim may have at law, in equity, or  
12 otherwise, to the extent permitted by law, this Agreement may be pleaded as a full  
13 and complete defense to, and may be used as the basis for an injunction against, any  
14 action, suit, or other proceeding that may be instituted, prosecuted, or attempted in  
15 breach of this Agreement or the Releases contained herein.

## 16 SECTION 17

### 17 MISCELLANEOUS PROVISIONS

18 100. Assignment of Claims. No party hereto has assigned, transferred or  
19 granted, or purported to assign, transfer, or grant, any of the claims, demands and  
20 cause(s) of action disposed by this Agreement.

21 101. Gender and Plurals. As used in this Agreement, the masculine,  
22 feminine, or neuter gender, the singular or plural number, shall each be deemed to  
23 include the others whenever the context so indicates.

24 102. Binding Effect. This Agreement shall be binding upon, and inure to  
25 the benefit of, the successors and assigns of the Releasing Parties and the Released  
26 Parties.

27 103. Cooperation of Parties. The Parties to this Agreement agree to  
28 cooperate in good faith to prepare and execute all documents, to seek Court

1 approval, defend Court approval, and to do all things reasonably necessary to  
2 complete and effectuate the Settlement described in this Agreement.

3 104. Obligation to Meet and Confer. Before filing any motion in the Court  
4 raising a dispute arising out of or related to this Agreement, the Parties shall consult  
5 with each other and certify to the Court that they have consulted.

6 105. Integration. This Agreement constitutes a single, integrated written  
7 contract expressing the entire agreement of the Parties relative to the subject matter  
8 hereof. No covenants, agreements, representations, or warranties of any kind  
9 whatsoever have been made by any Party hereto, except as provided for herein.

10 106. No Conflict Intended. Any inconsistency between the headings used  
11 in this Agreement and the Text of the paragraphs of this Agreement shall be  
12 resolved in favor of the text.

13 107. Governing Law. The Agreement shall be construed in accordance  
14 with, and be governed by, the laws of the State of California, without regard to the  
15 principles thereof regarding choice of law.

16 108. Counterparts. This Agreement may be executed in any number of  
17 counterparts, each of which shall be deemed an original, but all of which together  
18 shall constitute one and the same instrument, even though all Parties do not sign the  
19 same counterparts. Original signatures are not required. Any signature submitted  
20 by facsimile or through email of an Adobe PDF shall be deemed an original.

21 109. Jurisdiction. The Court shall retain jurisdiction over the  
22 implementation, enforcement, and performance of this Agreement, and shall have  
23 exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or  
24 relating to this Agreement that cannot be resolved by negotiation and agreement by  
25 counsel for the Parties. The Court shall retain jurisdiction with respect to the  
26 administration, consummation, and enforcement of the Agreement and shall retain  
27 jurisdiction for the purpose of enforcing all terms of the Agreement. The Court  
28 shall also retain jurisdiction over all questions and/or disputes related to the Notice

1 Program and the Settlement Administrator. As part of its agreement to render  
2 services in connection with this Settlement, the Settlement Administrator shall  
3 consent to the jurisdiction of the Court for this purpose.

4 110. Notices. All notices to Class Counsel provided for herein shall be sent  
5 by email with hard copy sent by overnight mail to:

6  
7  
8 ZIMMERMAN REED  
9 Christopher Ridout, Esq.  
10 Christopher.ridout@zimmreed.com  
11 Hannah B. Fernandez, Esq  
12 Hannah.fernandez@zimmreed.com  
13 2381 Rosecrans Ave., Suite 328  
14 Manhattan Beach, CA 90245  
15 Tel: 877.500.8780  
16 Fax: 877.500.8781

17 MAHONEY LAW GROUP, APC  
18 Kevin Mahoney, Esq.  
19 kmahoney@mahoney-law.net  
20 Alina B. Mazeika  
21 amazeika@mahoney-law.net  
22 249 E. Ocean Blvd., Suite 814  
23 Long Beach, CA 90802  
24 Tel: 562.590.5550  
25 Fax: 562.590.8400

26 All notices to Maxim provided for herein shall be sent by email with a hard  
27 copy sent by overnight mail to:

28 MORGAN, LEWIS & BOCKIUS LLP  
Joseph Duffy, Esq.  
joseph.duffy@morganlewis.com  
300 South Grand Avenue  
Twenty-Second Floor  
Los Angeles, CA 90071-3132  
Tel: 213.612.2500  
Fax: 213.612.2501

1 The notice recipients and addresses designated above may be changed by  
2 written notice. Upon the request of any of the Parties, the Parties agree to promptly  
3 provide each other with copies of objections, requests for exclusion, or other filings  
4 received as a result of the Notice Program.

5 111. Modification and Amendment. This Agreement may be amended or  
6 modified only by a written instrument signed by counsel for Maxim and Class  
7 Counsel and, if the Settlement has been approved preliminarily by the Court,  
8 approved by the Court.

9 112. Waiver. No provision of this Agreement may be waived unless in  
10 writing signed by all Parties hereto. Waiver of any one provision shall not be  
11 deemed to be a waiver of any other provision hereof. The waiver by any Party of  
12 any breach of this Agreement by another Party shall not be deemed or construed as  
13 a waiver of any other breach, whether prior, subsequent, or contemporaneous, of  
14 this Agreement.

15 113. Successors and Assigns. This Agreement is binding upon, and shall  
16 inure to the benefit of, the Parties hereto and their respective successors, assigns,  
17 heirs, agents, employees, attorneys, representatives, officers, parents, affiliates, and  
18 subsidiaries.

19 114. Authority. Class Counsel (for Plaintiff) and counsel for Maxim (for  
20 Maxim) represent and warrant that the persons signing this Agreement on their  
21 behalf have full power and authority to bind every person, partnership, corporation,  
22 or entity included within the definitions of Plaintiff and Maxim to all terms of this  
23 Agreement. Any person executing this Agreement in a representative capacity  
24 represents and warrants that he or she is fully authorized to do so and to bind the  
25 Party on whose behalf he or she signs this Agreement to all of the terms and  
26 provisions of this Agreement.

27 115. Agreement Mutually Prepared. Neither Maxim nor Plaintiff, nor any  
28 of them, shall be considered to be the drafter of this Agreement or any of its



1 provisions for the purpose of any statute, case law, or rule of interpretation or  
2 construction that would or might cause any provision to be construed against the  
3 drafter of this Agreement.

4 116. Independent Investigation and Decision to Settle. The Parties  
5 understand and acknowledge that they: (a) have performed an independent  
6 investigation of the allegations of fact and law made in connection with this Action;  
7 and (b) that even if they may hereafter discover facts in addition to, or different  
8 from, those that they now know or believe to be true with respect to the subject  
9 matter of the Action as reflected in this Agreement, that will not affect or in any  
10 respect limit the binding nature of this Agreement. It is the Parties' intention to  
11 resolve their disputes in connection with this Action pursuant to the terms of this  
12 Agreement now and thus, in furtherance of their intentions, the Agreement shall  
13 remain in full force and effect notwithstanding the discover of any additional facts  
14 or law, or changes in any substantive or procedural law, and this Agreement shall  
15 not be subject to rescission or modification by reason of any changes or differences  
16 in facts or law or changes in any substantive or procedural law, subsequently  
17 occurring or otherwise.

18 117. Confidentiality of Settlement. Plaintiff and her Counsel shall not issue  
19 a press release, hold a press conference, publish information about the settlement on  
20 any website, or otherwise publicize the settlement except in court papers or if  
21 required by legal procedure. Plaintiff and her Counsel agree not to respond to any  
22 press inquiries except to refer reporters to the papers filed with the Court. Class  
23 Counsel may indicate the amount of the settlement on their website for purposes of  
24 marketing. Class Counsel agrees not to identify Maxim and/or Maxim's counsel  
25 directly or indirectly in regards to this Settlement.

26 118. Counsel Representations. Class Counsel represent that other than  
27 Plaintiff herself, they do not represent any other current or former employees of  
28 Maxim in connection with any claims, charges, complaints or other matters against

1 Maxim, and Class Counsel are not aware of any individuals who are planning to  
2 bring any claims, charges, complaints or other matters against Maxim.

3 119. Receipt of Advice of Counsel. Named Plaintiff and Defendant  
4 acknowledges, agrees, and specifically warrants that he, she or it has fully read this  
5 Agreement and the Releases contained in Section 12 hereof, including the wavier of  
6 rights under California Civil Code Section 1542 or any other similar statute of any  
7 other state or jurisdiction, received independent legal advice with respect to the  
8 advisability of entering into this Agreement and the Releases, and the legal effects  
9 of this Agreement and the Releases, and fully understands the effect of this  
10 Agreement and the Releases.

11 Dated: November 27, 2018



Shontey Moodie  
*Plaintiff*

12  
13  
14  
15 Dated: \_\_\_\_\_

\_\_\_\_\_  
Representative of Maxim Healthcare  
Services, Inc.  
*Defendant*

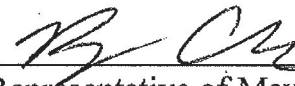
1 Maxim, and Class Counsel are not aware of any individuals who are planning to  
2 bring any claims, charges, complaints or other matters against Maxim.

3 119. Receipt of Advice of Counsel. Named Plaintiff and Defendant  
4 acknowledges, agrees, and specifically warrants that he, she or it has fully read this  
5 Agreement and the Releases contained in Section 12 hereof, including the wavier of  
6 rights under California Civil Code Section 1542 or any other similar statute of any  
7 other state or jurisdiction, received independent legal advice with respect to the  
8 advisability of entering into this Agreement and the Releases, and the legal effects  
9 of this Agreement and the Releases, and fully understands the effect of this  
10 Agreement and the Releases.

11  
12 Dated: \_\_\_\_\_

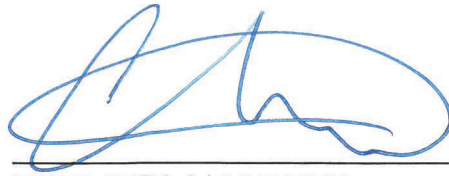
\_\_\_\_\_  
Shonnthey Moodie  
Plaintiff

13  
14  
15 Dated: 11/29/2018

  
Representative of Maxim Healthcare  
Services, Inc.  
Defendant

1 **APPROVED AS TO FORM**

2 Dated: 11/28/18



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Inc.*



# **EXHIBIT A**

**(Forms Identified in Paragraph 38 of  
Settlement Agreement)**

© Copyright 2003 Maxim Healthcare Services, Inc., Columbia, Maryland 21046 All rights reserved



**RELEASE AND AUTHORIZATION TO OBTAIN CONSUMER AND/OR  
INVESTIGATIVE CONSUMER REPORT FOR EMPLOYMENT PURPOSES ONLY**

I, the undersigned consumer, hereby authorize **MAXIM HEALTHCARE SERVICES, INC.** and its affiliated companies (collectively, "**MAXIM**"), by and through its independent contractors, **E-VERIFILE, INC. ("EVI")**, **INTELLICORP RECORDS INC. ("IntelliCorp")**, or any other Consumer Reporting Agency to procure a consumer report and/or investigative consumer report on me for employment purposes only. These reports may include, but are not necessarily limited to, information regarding my personal characteristics, means and manner of living, character and general reputation, and may be obtained through one or more of the following sources: employment and education verifications; my personal credit history based on reports from any credit bureau; personal references; personal interviews; driving history, including any traffic citations; a social security number verification; present and former addresses; criminal and civil history/records; and any other public records.

I understand that I am entitled to a complete and accurate disclosure of the nature and scope of any investigative consumer report of which I am the subject upon my written request to **EVI, IntelliCorp or any other Consumer Reporting Agency**, if such request is made within a reasonable time after the date hereof. I also understand that I may receive a written summary of my rights under 15 U.S.C. § 1681 et. seq. and Cal. Civ. Code §1786.

I also authorize any person, business or governmental agency that may have information relevant to the above, including but not limited to, all courts, public agencies, law enforcement agencies and credit bureaus, to disclose the same to **MAXIM, EVI, Intellicorp** and/or to any other Consumer Reporting Agency, regardless of the manner in which such person, business entity or governmental agency obtained the information itself.

I hereby release **MAXIM, EVI, IntelliCorp** and any and all persons, business entities and governmental agencies providing information, whether public or private, from any and all liability, claims and/or demands, by me, my heirs or others making such claim or demand on my behalf, for providing the consumer report(s) and/or investigative consumer report(s) authorized by me herein. I understand that this Release and Authorization shall remain in effect for the duration of my employment with **MAXIM**, and that **MAXIM** may obtain additional consumer and/or investigative consumer report(s) on me.

Additionally, I hereby authorize **MAXIM** to investigate any incidents of workplace misconduct made against or involving me both during and after the term of my employment with **MAXIM**.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS RELEASE AND AUTHORIZATION FORM IS TRUE AND CORRECT AS OF THE DATE HEREOF, AND THAT MY APPLICATION OR EMPLOYMENT WILL BE TERMINATED BASED ON ANY FALSE, OMITTED OR FRAUDULENT INFORMATION.

**Signature:** \_\_\_\_\_

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION BELOW:

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
First Middle Last

Other Names Used (alias, maiden, nickname) \_\_\_\_\_ YEARS USED \_\_\_\_\_

**Current Address:** \_\_\_\_\_  
Street City State Zip Code County Dates

**Former Address:** \_\_\_\_\_  
Street City State Zip Code County Dates

**Social Security Number:** \_\_\_\_\_ **Daytime Telephone Number:** \_\_\_\_\_

**Driver's License Number:** \_\_\_\_\_ **State of Issuance:** \_\_\_\_\_

**Date of Birth\*:** \_\_\_\_\_ **Gender\*:** \_\_\_\_\_ **Race (Optional)\*** \_\_\_\_\_

- Have you ever been sanctioned or had your licenses suspended or revoked? Yes \_\_\_\_\_ No \_\_\_\_\_
- Are you currently under any investigation or pending charge? Yes \_\_\_\_\_ No \_\_\_\_\_
- Please provide me with a copy of my background investigation report. Yes \_\_\_\_\_ No \_\_\_\_\_

\*This information will enable us to properly identify you in the event that we find adverse information during the course of our background search.

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