

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

**If You Were Employed by Maxim Healthcare Services, Inc.,
You May be Eligible for a Payment from a Class Action Settlement.**

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been reached with Maxim Healthcare Services, Inc. (“Maxim”) in a lawsuit alleging that Maxim violated the Fair Credit Reporting Act (“FCRA”) by accessing consumer credit reports to conduct pre-employment background checks of applicants who signed a release and authorization form when applying for employment with Maxim. Maxim denies any liability or wrongdoing. The Court has not decided which side is right.
- Certain Maxim employees who signed a release and authorization form may be eligible for a payment from the Settlement Fund.
- The Settlement offers payments to these persons if Maxim obtained their consumer credit information between May 5, 2009 and August 27, 2012.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM FOR A PAYMENT	By submitting a Claim Form, Settlement Class Members will be eligible to receive payments based on Maxim’s procurement of their consumer reports between May 5, 2009 and August 27, 2012.
EXCLUDE YOURSELF	Get no benefits from the Settlement. This is the only option that allows you to participate in any other lawsuit against Maxim about the claims in this case.
OBJECT	Write to the Court if you don’t like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	You will not receive a payment, and you will give up your right to participate in further litigation against Maxim about the claims in this case.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and any appeals are resolved, benefits will be distributed to those who qualify. Please be patient.

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QUESTIONS? CALL 1-833-609-9718 OR VISIT WWW.MAXIMHEALTHCARESETTLEMENT.COM

BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Fernando Olguin of the United States District Court for the Central District of California is overseeing this case. This litigation is known as *Moodie v. Maxim Healthcare Services, Inc.*, C.D. Cal. Case No. 2:14-cv-03471-FMO-AS. The person who sued is called the “Plaintiff.” Maxim is the “Defendant.”

2. What is this litigation about?

The lawsuit concerns whether Maxim impermissibly accessed consumer credit reports to conduct background checks of individuals applying for employment with Maxim after executing a release and authorization form. (*see* Question 5).

The complaint in the lawsuit is posted on the website www.MaximHealthcareSettlement.com and contains all of the allegations and claims asserted against Maxim. Maxim denies any liability or wrongdoing.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, one former Maxim employee) sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims (except those who exclude themselves) are members of a “Settlement Class.”

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Maxim. Instead, both sides have agreed to a Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that Maxim did anything wrong. Maxim denies all claims in this case. The Class Representative and her lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE SETTLEMENT?

If you received notice of the Settlement by a postcard addressed to you, records available to Maxim indicate that you are a Settlement Class Member. But even if you did not receive a postcard, you may be a Settlement Class Member, as described below.

5. Who is included in the Settlement?

You are a member of the Settlement Class if you:

- Were hired by Maxim between May 5, 2009 and August 27, 2012;
- You executed a background check authorization and release form; and
- Maxim procured your consumer report before August 27, 2012.

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6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, visit the Settlement website at www.MaximHealthcareSettlement.com or call the toll free number, **1-833-609-9718**. You may also send questions to the Settlement Administrator at info@MaximHealthcareSettlement.com or Maxim Healthcare Settlement, c/o JND Legal Administration, P.O. Box 91054, Seattle, WA 98111.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

If the Settlement is approved and becomes final, it will provide benefits to Settlement Class Members. Maxim will pay up to One Million Two Hundred Thousand Dollars (\$1,200,000.00) to a Settlement Fund to make payments to eligible Settlement Class Members, as well as to pay for the Class Counsel's fees, costs and expenses incurred by Class Counsel; the costs of notice and to administer the settlement; and a service payment to the Class Representative who initiated the lawsuit (*see* Question 17).

8. How much will my payment be?

The Settlement Fund – less those court-approved amounts paid for the costs of notice and administering the settlement, attorneys' fees and expenses, and any court-approved service award to the Class Representative – will be distributed on a pro rata basis to each Settlement Class Member who files a valid claim.

9. When will I receive my payment?

Settlement Class Members who submit valid claims will receive their payments, by check, only after the Court grants final approval to the Settlement and after any appeals are resolved (*see* "The Final Approval Hearing" below). If there are appeals, resolving them can take time. Please be patient.

10. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you will be a Settlement Class Member and be bound by the Settlement. This means that you can't sue Maxim in court, or bring a claim against Maxim through the arbitration process, or be part of any other lawsuit or arbitration against Maxim about the issues in this case. (Arbitration is a process between consumers and businesses that uses a neutral person to resolve a dispute.) If you do not exclude yourself, the Settlement Agreement and all decisions by the Court will bind you. The Settlement Agreement is available at www.MaximHealthcareSettlement.com and describes the claims that you give up if you remain in the Settlement.

11. How will my claim be decided?

After you submit your claim, the Settlement Administrator will confirm whether you are a Settlement Class Member and therefore entitled to a payment. If your application is incomplete or does not establish that you are entitled to a payment, the Settlement Administrator will notify you to correct any problems with your claim. If you do not correct the problems, your claim will be denied.

The Settlement Agreement, available at www.MaximHealthcareSettlement.com, provides more detail on how claims will be decided.

HOW TO RECEIVE A PAYMENT

12. How can I receive a payment?

To receive a payment, you must submit a claim. You can submit a claim online or by mail. If you received notice of the Settlement by a postcard addressed to you, the postcard contains a Claim Form. You can also view and print a paper Claim Form at www.MaximHealthcareSettlement.com. For any Claimant who did not receive Mail Notice, they must submit an attestation that, to the best of the Claimant's knowledge, Maxim procured their background check results after applying for employment. The Claimant must provide a copy of the background check authorization form they signed.

Paper claims must be mailed to:

Maxim Healthcare Settlement
c/o **JND Legal Administration**
P.O. Box 91054
Seattle, WA 98111

Claims must be postmarked or uploaded to the website no later than **June 4, 2019**.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want benefits from the Settlement, and you want to keep the right to sue or proceed in arbitration against Maxim about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself – or it is sometimes referred to as “opting out” of the Settlement Class.

13. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a letter or other written document by mail to the Settlement Administrator. Your request must include:

- Your name, address, and telephone number;
- A statement that you want to be excluded from the Maxim Settlement in *Moodie v. Maxim Healthcare Services, Inc.*, C.D. Cal. Case No. 2:14-cv-03471-FMO-AS; and
- Your signature.

You must mail your exclusion request, postmarked no later than **June 4, 2019**, to Maxim Healthcare Settlement, c/o **JND Legal Administration**, P.O. Box 91054, Seattle, WA 98111. You cannot ask to be excluded on the phone, by email, or at the website.

14. If I do not exclude myself, can I sue Maxim for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Maxim for the claims that the Settlement resolves. You must exclude yourself from the Settlement Class in order to maintain your own lawsuit.

15. If I exclude myself, can I still get a payment?

No. You will not get a payment if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

The Court has appointed the following lawyers as Class Counsel to represent all Settlement Class Members. They are:

ZIMMERMAN REED
Christopher Ridout, Esq.
Hannah Fernandez, Esq.
2381 Rosecrans Ave., Suite 328
Manhattan Beach, CA 90245
Tel.: 877.500.8780

MAHONEY LAW GROUP, APC
Kevin Mahoney, Esq.
Alina Mazeika, Esq.
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel.: 562.590.5550

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel intend to request up to Three Hundred Thousand Dollars (\$300,000.00)—*i.e.*, up to 25% of the Settlement Fund—for attorneys' fees and expenses of prosecuting the class action. The fees and expenses awarded by the Court will be paid from the Settlement Fund being distributed to the Class. Class Counsel will also request that a service payment of up to Five Thousand Dollars (\$5,000.00) be paid from the Settlement Fund to the Class Representative for her service as representative of the whole Settlement Class. Administrative costs associated with Class notice and administration will also be paid from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court if I do not like the Settlement?

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel's requests for fees and expenses, and/or the service payment to the Class Representative. To object, you must submit a statement that includes the following:

- The name of the litigation;
- Your name, address, and telephone number and, if you did not receive the mailed notice, documents to demonstrate that you are a class member;
- The reasons you object to the Settlement, along with any supporting materials;
- The identity of all counsel who represent you and which, if any, counsel will appear at the Final Approval Hearing on your behalf;
- A statement regarding whether you will appear and/or testify at the Final Approval Hearing (and any other person who will be called to testify regarding your objection);
- A list of all other objections submitted to any class action settlements in the United States and consideration paid to resolve them; and
- Your signature (an attorney's signature is not sufficient)

The requirements to object to the Settlement are described in detail in the Settlement Agreement in paragraph 56. You must electronically file with the Court or mail your objection to the Court, and your objection must be postmarked by **June 4, 2019**.

QUESTIONS? CALL 1-833-609-9718 OR VISIT WWW.MAXIMHEALTHCARESETTLEMENT.COM

19. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement *only if you do not exclude yourself*. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for Class Counsel's fees and expenses, as well as for the service payment to the Class Representative. You may attend and you may ask to speak, but you don't have to do so.

20. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Final Approval Hearing on **August 22, 2019 at 10:00 a.m.** at the United States District Court for the Central District of California located at 350 W. 1st Street, 6th Floor, Courtroom 6D, Los Angeles, CA 90012. The hearing may be moved to a different date or time without additional notice, so it is advised to check www.MaximHealthcareSettlement.com for updates. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider a request by Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to attend the hearing at your own expense. If you file an objection, you don't have to come to Court to talk about it. As long as you filed your written objection on time, to the proper addresses, and it complies with the other requirements described in the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must comply with the requirements in Question 18 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.MaximHealthcareSettlement.com. You may also write with questions to the Settlement Administrator at Maxim Healthcare Settlement, c/o **JND Legal Administration, P.O. Box 91054, Seattle, WA 98111** or call the toll-free number, **1-833-609-9718**.