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**FILED**  
Superior Court of California  
County of Los Angeles

11/09/2023

David W. Slayton, Executive Officer / Clerk of Court

By:           L. MGreené           Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

JAIME COLLINS and BRANDYE  
HOUSTON, individually, and on behalf  
of all others similarly situated,

Plaintiffs,

vs.

MAXIMUS HUMAN SERVICES, INC., a  
Virginia Corporation; MAXIMUS, INC.,  
a Virginia Corporation; and DOES 1  
through 50, inclusive,

Defendants.

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MAIANH NGUYEN, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

MAXIMUS HUMAN SERVICES, INC.;  
MAXIMUS, INC.; MAXIMUS  
CONSULTING SERVICES, INC.;  
MAXIMUS K-12 EDUCATION, INC.; and  
MAXIMUS HIGHER EDUCATION, INC.;  
and DOES 1 through 20, inclusive,

Defendants

Case No. 19STCV17916

Assigned for all purposes to:  
*Hon. Carolyn B. Kuhl, Dept. 12*

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: October 9, 2023  
Time: 10:30 a.m.  
Dept: 12

1           WHEREAS, the above-entitled action is pending before this Court as a putative class  
2 action (the “Action”);

3           WHEREAS, Plaintiffs Maianh Nguyen, Jaime Collins, and Brandye Houston  
4 (“Plaintiffs”), individually and on behalf of all others similarly situated and on behalf of the  
5 general public have applied to this Court for an order preliminarily approving the settlement of  
6 the Action in accordance with the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT  
7 AND CLASS NOTICE (the “Settlement” or “Agreement”) entered into by Plaintiffs and  
8 Defendant Maximus Human Services, Inc., Maximus Inc., Maximus Consulting Services, Inc.,  
9 and Maximus Higher Education, Inc. (“Defendants”) which sets forth the terms and conditions  
10 for a proposed settlement upon the terms and conditions set forth therein (Plaintiffs and  
11 Defendants shall be collectively referred to herein as the “Parties”); and

12           WHEREAS, the Court has read and considered Plaintiffs’ Motion for Preliminary  
13 Approval of Class Action Settlement.

14           NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED  
15 THAT:

16           1.       This Order incorporates by reference the definitions in the Settlement attached as  
17 Exhibit 1 to the Declaration of Jessica L. Campbell in Support of Plaintiffs’ Motion for Preliminary  
18 Approval of Class Action Settlement and all terms defined therein shall have the same meaning in  
19 this Order.

20           2.       It appears to the Court on a preliminary basis that (a) the Settlement is fair,  
21 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,  
22 adequate and reasonable when balanced against the probable outcome of further litigation relating  
23 to liability and damages issues; (c) sufficient investigation and research have been conducted such  
24 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;  
25 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and  
26 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has  
27 been reached as the result of non-collusive, arms-length negotiations.

28

1           3.       With respect to the Class and for purposes of proceeding pursuant to California  
2 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a  
3 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all  
4 Class Members is impracticable; (b) there are questions of law and fact common to the Class that  
5 predominate over any questions affecting only individual Class Members; (c) Plaintiffs' claims  
6 are typical of the Class' claims; (d) class certification is a superior method for implementing the  
7 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class  
8 Representatives can fairly and adequately protect the Class' interests; and (f) Class Counsel are  
9 qualified to serve as counsel for the Class.

10           4.       Accordingly, solely for purposes of effectuating this Settlement, this Court hereby  
11 conditionally certifies the class for settlement purposes only. The Class is defined as all individua  
12 who have worked for Defendant Maximus Human Services, Inc. in California as non-exempt  
13 employees (including Plaintiff Collins) between May 23, 2015 and December 31, 2018, excluding  
14 those individuals who have entered agreements releasing the claims alleged by Plaintiffs.

15           5.       Plaintiffs Jaime Collins, Brandye Houston, and Maianh Nguyen are hereby  
16 preliminarily appointed and designated, for all purposes, as the Class Representatives and the  
17 attorneys of Aegis Law Firm, PC, Bisnar Chase LLP, and Ferraro Employment Law, Inc. are hereby  
18 preliminarily appointed and designated as counsel for the Class ("Class Counsel"). Class Counsel  
19 is authorized to act on behalf of the Class Members with respect to all acts or consents required by,  
20 or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to  
21 consummate the Settlement. Any Class Member may enter an appearance either personally or  
22 through counsel of such individual's own choosing and at such individual's own expense. Any  
23 Class Member who does not enter an appearance or appear on his or her own will be represented  
24 by Class Counsel.

25           6.       Should, for whatever reason, the Settlement not become final, the fact that the  
26 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no  
27 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in  
28 a non-settlement context.

1           7.       The Court hereby preliminarily approves the definition and disposition of the Gross  
2 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,  
3 subject to modification at final approval.

4           ~~8.       The Court hereby preliminarily approves Class Counsel attorneys' fees of up to  
5 thirty-five percent of the Gross Settlement Amount, Class Counsel litigation expenses not to exceed  
6 \$51,000.00, Service Awards up to \$7,500.00 to each of the Named Plaintiffs, payment to the  
7 LWDA in the amount of \$18,750.00, and costs of administration not to exceed \$11,500.00, subject  
8 to final approval.~~

9           9.       The Court hereby approves, as to form and content, the Class Notice, to be  
10 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in  
11 the manner and form set forth in the Settlement and this Order, meets the requirements of due  
12 process, is the best notice practicable under the circumstances, and shall constitute due and  
13 sufficient notice to all persons entitled thereto.

14          10.       The Court hereby appoints CPT Group, Inc. as Settlement Administrator and hereby  
15 directs the Settlement Administrator to mail or cause to be mailed to Class Members the Class  
16 Notice using the procedures set forth in the Settlement Agreement. Class Members who wish to  
17 participate in the settlement provided for by the Settlement Agreement do not need to respond to  
18 the Class Notice.

19          11.       All costs of mailing of the Class Notice, whether foreseen or not, shall be paid  
20 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses  
21 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up  
22 to \$11,500.00 as provided in the Settlement.

23          12.       Any Class Member may choose to opt-out of and be excluded from the Class as  
24 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the  
25 Class will not be entitled to any recovery under the Settlement and will not be bound by the  
26 Settlement or have any right to object, appeal or comment thereon. Class Members who have not  
27 requested exclusion/opted-out shall be Participating Class Members and bound by all  
28 determinations of the Court, the Settlement, and the Final Judgment.

1 13. A Final Fairness and Approval Hearing shall be held before this Court on ~~February~~  
2 ~~19, 2024 at 9:00 a.m.~~ in Department 12 of the Superior Court for the State of California, County  
3 of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012. All papers in support  
4 of final approval and related awards for fees, costs, and Plaintiffs' incentive awards must be filed  
5 and served at least 16 court days before the final approval hearing.

6 14. Any Participating Class Member must object to the Settlement by following the  
7 instructions for submitting written objections that are set forth in the Settlement Agreement and  
8 Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain  
9 final authority with respect to the consideration and admissibility of any objections. Any  
10 Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

11 15. The Settlement is not a concession or admission, and shall not be used against the  
12 Released Parties, as an admission or indication with respect to any claim of any fault or omission  
13 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,  
14 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or  
15 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as  
16 or deemed to be evidence of a presumption, concession, indication or admission by Defendants of  
17 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other  
18 action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

19 16. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,  
20 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,  
21 are hereby stayed.

22 17. The Settlement only covers the wage and hour claims specified in Plaintiffs'  
23 Motion for Preliminary Approval and in the Class Action and PAGA Settlement Agreement and  
24 Class Notice by non-exempt employees against Defendant Maximus Human Services, Inc., and the  
25 misclassification of Plaintiff Jaime Collins as an exempt employee against Defendant Maximus  
26 Human Services, Inc. Any and all claims by exempt employees (other than by Plaintiff Jaime  
27 Collins) against Defendants Maximus Human Services, Inc.; Maximus, Inc.; Maximus Higher  
28 Education; and Maximus Consulting are hereby dismissed without prejudice. Any and all claims

1 by non-exempt employees against Defendants Maximus, Inc.; Maximus Higher Education; and  
2 Maximus Consulting are hereby dismissed without prejudice, leaving claims by non-exempt  
3 employees for failure to pay minimum and overtime wages (including sick pay), provide meal  
4 periods, permit rest periods, provide accurate wage statements, pay all wages due upon separation,  
5 and for PAGA penalties pending against Defendant Maximus Human Services, Inc.

6 18. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each  
7 of the Class Members for all matters relating to this Action, and this Settlement, including  
8 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or  
9 enforcement of this Settlement and this Order.

10 19. The Court reserves the right to adjourn or continue the date of any hearing and all  
11 dates provided for in the Settlement without further notice to Class Members, and retains  
12 jurisdiction to consider all further applications arising out of or connected with the proposed  
13 Settlement.

14  
15 **IT IS SO ORDERED.**



*Carolyn B. Kuhl*

Carolyn B. Kuhl / Judge

16  
17 DATED: 11/09/2023

18 \_\_\_\_\_  
19 Honorable Carolyn B. Kuhl  
20 JUDGE OF THE SUPERIOR COURT

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