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13  
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF SAN DIEGO**

16 MICHAEL WILSON, a person lacking  
legal capacity, by MOSANTHONY  
17 WILSON, his conservator, on behalf of  
himself and all others similarly situated,

18  
19 Plaintiff,

20 v.

21  
22 MAXIM HEALTHCARE SERVICES,  
INC., a Maryland Corporation

23  
24 Defendant.

Case No. 37-2022-00046497-CU-MC-CTL

Assigned to the Hon. Keri Katz  
Department 74

~~[PROPOSED]~~ JUDGMENT

Action Filed: November 16, 2022

Date: July 28, 2023

Time: 8:30 a.m.

Dept.: D-74

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**08/14/2023** at 09:19:00 AM  
Clerk of the Superior Court  
By Mariejo Guyot, Deputy Clerk

1 WHEREAS, this matter came before the Court for hearing on July 28 2023 at 8:30 a.m.  
2 (“Final Approval Hearing”), in accordance with the: (i) Order Granting Motion for Preliminary  
3 Approval of Class Action Settlement entered by this Court on April 17, 2023; and (ii) Plaintiffs’  
4 Motion for Final Approval of Class Action Settlement filed on July 12, 2023 seeking final approval  
5 of the settlement set forth in the Settlement Agreement filed on February 2, 2023 (“SA”);

6 WHEREAS, the Court, having considered all papers filed in this action, oral arguments of  
7 counsel in this action and those persons appearing at the Final Approval Hearing, and otherwise  
8 being fully informed, and good cause appearing; therefore, and

9 WHEREAS, unless otherwise defined herein, all capitalized words and terms contained in  
10 this Final Judgment shall have the same meanings as set forth in the SA.

11 **IT IS HEREBY ORDERED, ADJUGED, AND DECREED:**

12 1. This Court has jurisdiction over the subject matter of the Action, this litigation, and  
13 over all parties to the Action, including all Settlement Class Members.

14 2. The Court finally certifies the following Settlement Class for settlement purposes only:

15 “All persons to whom Maxim Healthcare Services, Inc. sent a letter, dated  
16 November 4, 2021, entitled “Notice of Data Breach,” regarding a data security  
17 incident that occurred between roughly October 1, 2020 through roughly  
December 4, 2020.”

18 3. The SA and the Preliminary Approval Order permits Settlement Class Members to  
19 exclude themselves from the Settlement. Excluded from the Action, this litigation, and the  
20 Settlement Class are those persons who have submitted valid and timely requests for exclusion. No  
21 such persons requested to be excluded from the Action or the Settlement Class by submitting valid  
22 and timely requests for exclusion.

23 4. This Court hereby enters Judgment in accordance with, and subject to, the terms set  
24 forth in the Order Granting Final Approval of Class Action Settlement, and the Class Representative  
25 and the Settlement Class Members and the Settlement Class Members shall take nothing except as  
26 provided in the SA.

27 5. Class Representative Michael Wilson, through his conservator Mosanthony Wilson,  
28 fairly and adequately represented the Settlement Class Members.

1           6.       Class Counsel M. Anderson Berry of Clayeo C. Arnold, APC and John J. Nelson of  
2 Milberg Coleman Bryson Phillips Grossman, PLLC fairly and adequately represented the  
3 Settlement Class Members.

4           7.       The Settling Parties shall take all steps necessary and appropriate to provide  
5 Settlement Class Members with the benefits to which they are entitled under the terms of the  
6 Settlement Agreement and pursuant to the Orders of the Court.

7           8.       Class Representative Michael Wilson, through his Conservator Mosanthony Wilson,  
8 is hereby awarded a Service Payment of \$2,500.00. Such funds shall be paid by Defendant separate  
9 from any other benefits to the Class.

10          9.       Class Counsel is hereby awarded \$191,332.15 in attorneys' fees and \$3,667.85 in  
11 expenses, which amounts are approved as fair and reasonable, in accordance with the terms of the  
12 SA. Such sums shall be paid by Defendant separate from any other benefits to the Class.

13          10.      The Court hereby approves the Settlement Agreement and finds that the Settlement  
14 Agreement is, in all respects, fair, reasonable, and adequate to the Settlement Class.

15          11.      Upon the Effective Date of this Final Judgment, Class Representative and each  
16 Settlement Class Member, on behalf of themselves and any other legal or natural persons who may  
17 claim by, through or under them, are deemed to have fully, finally and forever released and  
18 discharged the Released Parties from any and all Released Claims.

19          12.      The Class Notice disseminated pursuant to the SA and by Order of this Court was the  
20 best notice practicable under the circumstances. The Class Notice provided due and adequate notice  
21 of those proceedings and of the matters set forth therein, including the proposed Settlement, to all  
22 persons entitled to such notice, and the Class Notice fully satisfied the requirements of California  
23 law and the requirements of due process.

24          13.      Pursuant to the Settlement Agreement, California Code of Civil Procedure section  
25 664.6, and rule 3.769(h) of the California Rules of Court, this Court retains jurisdiction over the  
26 Settling Parties to enforce the terms of the Settlement Agreement, the Final Approval Order, and  
27 this Judgment.

28

1           14.     This document shall constitute a judgment for purposes of California Rules of Court,  
2 rule 3.769(h). The Clerk is directed to enter this Judgment forthwith.

3           15.     This Judgment shall be posted on the Settlement Website until at least thirty (30)  
4 days after the Effective Date.

5 **IT IS SO ORDERED.**

6 Dated: **08/14/2023**



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HON. KERI KATZ  
JUDGE OF THE SUPERIOR COURT

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