Julie Mora Andrisani v. Maximus Human Services, Inc., et al.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

JULIE MORA ANDRISANI, an individual, on behalf of herself, the State of California, as a private attorney general, and on behalf of all others similarly situated,

Plaintiff,

v.

MAXIMUS HUMAN SERVICES, INC., a Virginia corporation; MAXIMUS, INC., a Virginia corporation; THE PANTHER GROUP, INC., a Massachusetts corporation; and DOES 1 TO 50,

Defendants.

Case No.: 24CV016457

Notice of Proposed Class Action Settlement

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

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

You may be eligible to receive a settlement payment. Please read this notice carefully.

A proposed class action settlement agreement (the "Settlement") has been reached between: **(1)** Plaintiff Julie Mora Andrisani ("Plaintiff"), individually and in her representative capacity on behalf of a group of prospective class members defined below, and as a private attorney general on behalf of the State of California; and **(2)** Defendants Maximus Human Services, Inc., Maximus, Inc., and The Panther Group, Inc. (collectively, "Defendants"). The Settlement resolves disputed claims against Defendants arising out of their compensation practices during the period from August 20, 2020, through January 5, 2026 (the "Class Period") as applied to all non-exempt persons in the State of California who were issued paychecks by The Panther Group, Inc. ("Panther") and performed any work for any of Panther's clients during the Class Period ("Class Members").

The Court has granted preliminary approval of the Settlement and ordered this notice to be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you are a Class Member (as defined above) and received this notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment. If you accept your settlement amount, you will release the claims described below.

1. DESCRIPTION OF THE LAWSUIT

Plaintiff, individually and in her representative capacity on behalf of the Class Members, and as a private attorney general on behalf of the State of California, is pursuing a lawsuit against Defendants in the Superior Court of the State of California for the County of Sacramento in

the matter of ***Julie Mora Andrisani v. Maximus Human Services, Inc., et al.***, case number **24CV016457** (the "Action"). The Action sought recovery for Defendants' alleged: **(1)** failure to pay minimum wage for all hours worked; **(2)** failure to pay proper overtime wages; **(3)** failure to provide compliant rest periods and pay missed rest break premiums; **(4)** failure to provide compliant meal periods and pay missed meal period premiums; **(5)** failure to maintain accurate employment records; **(6)** failure to pay timely wages during employment; **(7)** failure to pay all wages due and owing at separation; **(8)** failure to provide complete and accurate wage statements; and **(9)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of the California Labor Code, California's Unfair Competition Law, and the Private Attorneys' General Act ("PAGA").

Defendants deny all liability, deny all allegations in the Action, and have raised various defenses to the claims. Defendants assert that they fully complied with all applicable wage and hour laws, and contend that civil penalties under PAGA are not warranted. Defendants also deny that the Action is suitable for class certification. Defendants have entered into the Settlement solely for purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and do not admit to any wrongdoing or liability.

The Court has not ruled on the merits in the Action. By approving the Settlement and issuing this notice, the Court is *not* suggesting which side would win or lose the case if it went to trial or whether the claims are suitable for class certification. To avoid the additional expense, inconvenience, and risk of continued litigation, however, Plaintiff and Defendants (the "Parties") have concluded that it is in their respective best interests to settle the Action on the terms summarized in this notice. The Settlement was reached after Defendants provided extensive information and documents to Plaintiff's counsel, and after lengthy arms-length non-collusive negotiations between the Parties, including mediation with an experienced and well-respected mediator in California. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial.

Under the Settlement, the following settlement class will be certified under California law: *all non-exempt persons in the State of California who were issued paychecks by The Panther Group, Inc. ("Panther") and performed any work for any of Panther's clients during the Class Period.* The "Class Period" is defined as the period from August 20, 2020, through January 5, 2026. The Settlement provides for a gross settlement amount of $255,000.00, a share of which is to be distributed to the Class Members based on the pro rata number of weeks worked by the Class Members during the Class Period as a proportion of all weeks worked by all Class Members. In exchange for their share of the settlement amount, all Class Participants will be deemed to have released Defendants from liability on the terms described in this notice.

On September 11, 2026, the Court preliminarily approved the Settlement and conditionally certified the settlement class. This notice is being sent to you because Defendants' records indicate that you worked for Defendants during the Class Period and that you meet the definition required to be treated as a Class Member.

2. IF YOU ARE STILL EMPLOYED BY DEFENDANTS, THIS SETTLEMENT WILL NOT AFFECT YOUR EMPLOYMENT.

California law strictly prohibits retaliation. Further, Defendants are prohibited by law from taking any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in the Settlement.

3. TERMS OF THE SETTLEMENT

Defendants have agreed to pay the maximum agreed upon non-reversionary amount of $255,000.00 (the "Gross Settlement Amount") to resolve the claims in the Action. The Parties agreed to the following payments from the Gross Settlement Amount:

1. **Settlement Administration Costs.** The Court has approved APEX Class Action, LLC to act as the "Settlement Administrator," who is sending this notice to you and will perform many other duties relating to the Settlement. Under the Settlement, up to $15,000.00 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.

2. **Attorneys' Fees and Expenses.** Class Counsel have been prosecuting the Action on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. To date, the Parties have aggressively litigated many aspects of the case including investigation, settlement efforts, and a full-day mediation session. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third of the Gross Settlement Amount (i.e., $85,000.00) as reasonable compensation for the work Class Counsel performed and will continue to perform in the Action. Class Counsel also will ask for reimbursement of up to $20,000.00 for the costs Class Counsel incurred in connection with the Action.

3. **Service Payment to Class Representative.** Class Counsel will ask the Court to provide a service payment to Plaintiff in the amount of $10,000.00 for Julie Mora Andrisani to compensate her for her efforts on behalf of the Class Members in the Action, including assisting in the investigation and consulting with Class Counsel and providing crucial documents to Class Counsel. Plaintiff also may receive a share of the Settlement as a Class Participant.

4. **PAGA Payment.** The Parties have agreed on a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is $20,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: sixty-five percent (65%) (i.e., $13,000.00) to the LWDA and thirty-five percent (35%) (i.e., $7,000.00) to the individuals who come within the definition of an "aggrieved employee" for the purposes of the Settlement (i.e., all non-exempt persons in the State of California who were issued paychecks by The Panther Group, Inc. ("Panther") and performed any work for any of Panther's clients during the PAGA Period). The "PAGA Period" is defined for these purposes to mean the period from August 20, 2023, through January 5, 2026.

After deducting the amounts above, the balance of the settlement amount will form the "Net Settlement Amount" for distribution to the Class Members.

4. DISTRIBUTION OF THE SETTLEMENT TO THE CLASS MEMBERS

Each eligible Class Member who does not request exclusion from the Settlement will be deemed a "Class Participant" and will receive a share from the Net Settlement Amount which will be distributed pro rata based on the proportional number of weeks worked by each Class Member during the Class Period (the "Individual Settlement Amount"). If any Class Member requests exclusion from the Settlement, his or her share will be distributed to the remaining Class Participants.

Twenty percent (20%) of each Individual Settlement Amount will constitute payment in the form of wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him or her), and Eighty percent (80%) of each Individual Settlement Amount will constitute penalties and interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her).

Defendants, or their proxies, shall take all usual and customary deductions from the Individual Settlement Amount payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or penalty distribution—it will, however, be reported on IRS Form 1099 as income. Class Participants are responsible for the proper income tax treatment of their Individual Settlement Amount. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

The workweeks you worked for Defendants during the Class Period will be calculated based on Defendants' records. If you feel that you were not credited with the correct number of workweeks worked during the Class Period, you may submit evidence to the Settlement Administrator on or before **December 28, 2026** with documentation to establish the number of workweeks you claim to have actually worked during the Class Period. **Documentation sent to the Settlement Administrator will not be returned or preserved, so do *not* send originals.** The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks should be credited. The Settlement Administrator will make the final decision as to how many weeks are credited and report the outcome to the Class Participant.

Settlement checks will be mailed to all Class Participants after the Court grants final approval of the Settlement and judgment is entered.

5. THE RELEASE OF CLAIMS

If the Court approves the Settlement, the Court will enter judgment and the Settlement will bind all Class Participants. The Class Participants will then be barred from bringing any "Released Class Claims" against the "Released Parties" as those terms are defined below.

The "Released Parties" are Panther, Maximus Human Services, Inc., and Maximus, Inc., and any of their past, present, and future parents, affiliates, subsidiaries, clients, divisions, joint employers, predecessors, successors, and assigns, and each of their current or former officers, directors, board members, trustees, owners, shareholders, employees, agents, attorneys, auditors, accountants, experts, contractors, stockholders, representatives, partners, insurers, reinsurers, and other persons acting on their behalf, as well as any individual or entity that could be liable for any of the Released Class Claims and Released PAGA Claims.

The "Released Class Claims" shall mean any and all claims that were pled or could have been pled arising out of or related to the factual allegations set forth in the Action that arose during the Class Period , including claims for: **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the applicable IWC Wage Order(s); **(2)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); **(5)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(8)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; **(9)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and **(10)** all claims for liquidated damages, penalties, interest, fees, costs, restitution, and injunctive relief based on the foregoing. No other claims are released other than those claims specifically plead in the operative complaint in the Action.

Class Members who do not request exclusion from the Settlement will be deemed to have acknowledged and agreed that their claims for wages and penalties in the Action are disputed, and that the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Settlement payments. That section provides in pertinent part as follows:

> "An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made."

The "Released PAGA Claims" shall mean any and all claims under PAGA that were pled or could have been pled arising out of or related to the factual allegations set forth in the Action that arose during the PAGA Period, including claims for: **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the applicable IWC Wage Order(s); **(2)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); **(5)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in

violation of Labor Code sections 201, 202, and 203; **(8)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; **(9)** civil penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and **(10)** all claims for liquidated damages, penalties, interest, fees, costs, restitution, and injunctive relief based on the foregoing.

6. YOUR OPTIONS

6.1. DO NOTHING AND RECEIVE YOUR PORTION OF THE SETTLEMENT

If you do nothing, you will be automatically included as a Class Participant in the Settlement and will receive a settlement payment. You do *not* have to take any further action to receive your settlement payment. It is, however, the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment. The estimated amount of your settlement payment if you do nothing is included on the attached *Class Action Settlement Share Form*.

6.2. REQUEST EXCLUSION FROM THE CLASS AND THE SETTLEMENT

If you do ***not*** wish to take part in the class action portion of the Settlement (the "Class Settlement"), you may exclude yourself (i.e., opt out of the Class Settlement) by sending the Settlement Administrator a letter or card postmarked no later than December 28, 2026 that specifically requests exclusion from the Class Settlement in this case. The request for exclusion must include your name, address, telephone number, and signature.

Send the request for exclusion directly to the Settlement Administrator at the following address **by no later than December 28, 2026**:

Apex Class Action, LLC
PO Box 54668, Irvine, CA 92619

Any person who submits a timely request for exclusion from the Class Settlement shall, upon receipt, no longer be a Class Member, shall be barred from participating in the Class Settlement, and shall receive no benefits from the class action portion of the Settlement. If you want confirmation of receipt of your request for exclusion, please send it by United States certified mail, return receipt requested, or contact the Settlement Administrator.

Importantly, Class Members who timely and validly request exclusion from the Class Settlement will *not* be excluded from their share of the PAGA Payment. Requesting exclusion from the Class Settlement applies solely to the Class Members' entitlement to the class action portion of the Settlement and not their entitlement to the PAGA Payment. If you request exclusion from the Class Settlement you will still be entitled to your share, if any, of the PAGA Payment.

6.3. OBJECT TO THE SETTLEMENT

You have the right to object to the terms of the Settlement if you do not request exclusion. If, however, the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may file with the Settlement Administrator a written objection stating your name, address, telephone number, dates of employment with Defendants, the case name and number, each specific reason in support of your objection, and any legal support for each objection. Objections in writing must be mailed to the Settlement Administrator—PO Box 54668, Irvine, CA 92619—by no later than December 28, 2026 to be considered. **Objections that do not include all required information, or that are not timely submitted, might not be considered by the court.**

Alternatively, if you choose to object to the Settlement, you may also appear to speak at the final approval and fairness hearing scheduled for March 12, 2027, at 9:00 a.m. in Department 8B of the Superior Court of the State of California for the County of Sacramento, located at 500 G Street, Sacramento, CA 95814. You have the right to appear either in person or through your own attorney at this hearing.

You also have the right to appear remotely at the Final Approval Hearing. You can join via the Department's Zoom link or phone number as follows:

- To join by Zoom link: https://saccourt-ca-gov.zoomgov.com/j/16184738886
- To join by phone: (833) 568-8864 / ID: 16184738886

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided above shall have waived any objection to the Settlement, whether by appeal or otherwise.

7. HOW TO UPDATE OR CHANGE YOUR ADDRESS

If you move after receiving this notice or if it was misaddressed, please contact the Settlement Administrator, Apex Class Action, LLC, at 1-800-355-0700 or by email at support@apexclassaction.com, as soon as possible. **This is important to ensure that future notices and/or the Settlement payment reach you.**

8. NOTICE OF FINAL JUDGMENT IF THE SETTLEMENT IS APPROVED

Within seven (7) days after the Court has held a final and fairness approval hearing and entered a final order approving the Settlement, if it chooses to do so, the Settlement Administrator will post a copy of that order and final judgment on its website at the following website address:

www.apexclassaction.com/26MXHS/

9. IF THE SETTLEMENT IS NOT APPROVED

If the Settlement is not approved by the Court, or if any of its conditions are not satisfied, the Settlement may be voided, in which case no money will be paid, and the case will return to litigation. If that happens, there is no assurance: **(1)** that the class will be certified by the Court;

(2) that any decision at trial would be in favor of Class Members; **(3)** that a trial decision, if any, would be as favorable to the Class Members as the Settlement; or **(4)** that any favorable trial decision would be upheld if an appeal was filed.

10. QUESTIONS OR COMMENTS

PLEASE DO NOT CALL OR CONTACT THE COURT. If you have any questions about the settlement, you may contact the Settlement Administrator at: 1-800-355-0700 or by e-mail at support@apexclassaction.com. You may also contact Class Counsel at the addresses or phone numbers listed below.

Lawyers Representing Plaintiff and the Class Members
MELMED LAW GROUP P.C. Jonathan Melmed jm@melmedlaw.com Laura Supanich lms@melmedlaw.com 1801 Century Park East, Suite 850 Los Angeles, California 90067 Phone: (310) 824-3828 Fax: (310) 862-6851

CLASS ACTION SETTLEMENT SHARE FORM

Julie Mora Andrisani v. Maximus Human Services, Inc., et al.
Case Number 24CV016457
Superior Court of the State of California for the County of Sacramento

The proposed class action settlement agreement (the "Settlement") described in the accompanying *Notice of Proposed Class Action Settlement* resolves disputed claims against Defendants Maximus Human Services, Inc., Maximus, Inc., and The Panther Group, Inc. (collectively, "Defendants") arising out of their compensation practices during the period from August 20, 2020, through January 5, 2026 (the "Class Period") as applied to all non-exempt persons in the State of California who were issued paychecks by The Panther Group, Inc. ("Panther") and performed any work for any of Panther's clients during the Class Period ("Class Members").

You are receiving this form because you are believed to be a Class Member. **According to Defendants' records, you worked «Class_Workweeks» workweeks for Defendants during the Class Period. Accordingly, your share of the Settlement is currently estimated to be $«Est_Class_PMT»**, which is an estimate of your allocated portion of the Net Settlement Amount, as that term is defined in the accompanying *Notice of Proposed Class Action Settlement*. Your estimated share of the Settlement may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement.

You do not need to do anything to receive money under the Settlement.

If you believe the information provided above as to the number of your workweeks is incorrect and wish to dispute it, please contact the Settlement Administrator no later than **December 28, 2026** at:

Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619
1-800-355-0700
(949) 989-4428
support@apexclassaction.com

If you dispute the information stated above, the information Defendants provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation, must be postmarked no later than **December 28, 2026**.

Do not send originals; documentation sent to the claims administrator will not be returned or preserved.