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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

LATISHA SHACONNA ANDERSON,
SARAH BAXLEY, JASON ANDERSON,
and MELODY JAMES, individually, on
behalf of all persons similarly situated,

Plaintiffs,

vs.

BARTON MYERS ASSOCIATES, INC., a
California Corporation; BARTON
ASSOCIATES, INC. a California
Corporation; BARTON & ASSOCIATES,
INC., which will do business in California as
BARTON MEDICAL, INC., a Delaware
Corporation; and DOES 1 through 50
Inclusive,

Defendants.

Case No. 21STCV43314

[PROPOSED] JUDGMENT

Date: June 2, 2023
Time: 9:00 AM

Judge: Hon. Elihu M. Berle
Dept.: 6

Trial Date: Not Set
Action Filed: November 24, 2021

1 Plaintiffs' motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Class Counsel Fees Payment, Class Counsel Litigation
3 Expenses Payment, and Class Representative Service Payment duly came on for hearing on June 2,
4 2023, before the above-entitled Court. The parties having settled this action and the Court having
5 entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and
6 good cause appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as "all nurse practitioners and physician assistants who were classified as
10 independent contractors by Defendant Barton and placed by Defendant Barton to perform services
11 at the Pomona, California Border Crisis Covid-19 emergency response site during the Class Period."
12 The Class Period is defined as the period between April 15, 2021, to November 30, 2021.

13 2. All persons who meet the foregoing definition are Participating Class Members,
14 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

15 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
16 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
17 Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and costs,
18 except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of
19 Class Action and PAGA Settlement and in this Final Judgment.

20 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
22 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
23 benefits.

24 5. As of the date the Defendants fund the Gross Settlement Amount, each Class
25 Member who has not validly opted out, has released the "Released Class Claims" and "Released
26 FLSA Claims" against the Defendants and all of the "Released Parties" as set forth in the
27 Agreement.

28 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

1 (a) The “Released Class Claims” are defined as all claims alleged in the *Latisha*
2 *Anderson v. Barton* (L.A. Super.) Operative Complaint (or which could have been alleged based on
3 the facts pleaded in the Operative Complaint) and which accrued during the Class Period. Released
4 Class Claims shall include all claims arising out of or relating to the alleged misclassification of
5 Settlement Class Members, and all claims based on state, federal, local, or common law for unpaid
6 wages, minimum wages, regular wages, overtime wages, working more than six days in seven,
7 expense reimbursement, wage statements, payroll recordkeeping, reporting time, improper
8 deduction of wages, failure to provide workers’ compensation insurance, meal periods, rest breaks,
9 sick leave, final pay, timely payment of wages, waiting time penalties, and unfair business practices.
10 Released Class Claims shall extend to all forms of relief, including restitution, damages, interest,
11 costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, penalties, equitable
12 remedies, and pre or post judgment interest. Released Class Claims shall also include all claims
13 brought in *Sarah Baxley v. Barton*, Case No. 2:22-cv-01011 (C.D. Cal.) (or which could have been
14 alleged based on the facts pleaded in the *Baxley* complaint), and all claims which could have been
15 brought based on the facts pleaded in *Jason Anderson v. Barton & SMS*, No. 22STCV05355 (L.A.
16 Super.).

17 (b) The “Released FLSA Claims” are defined as all Federal Labor Standards Act
18 (“FLSA”) claims which could have been brought based on the facts pleaded in the Operative
19 Complaint, and all FLSA claims which could have been brought based on the facts pleaded in *Sarah*
20 *Baxley v. Barton*, Case No. 2:22-cv-01011 (C.D. Cal.) and *Jason Anderson v. Barton & SMS*, No.
21 22STCV05355 (L.A. Super.).

22 (c) The “Released Parties” means Barton & Associates, Inc., and its parents,
23 subsidiaries, predecessors, successors, affiliates, owners, officers, employees, and clients, including
24 SMS and SMS’s parents, subsidiaries, predecessors, successors, affiliates, owners, officers and
25 employees.

26 7. As of the date the Defendants fund the Gross Settlement Amount, the Plaintiffs, the
27 Labor and Workforce Development Agency (“LWDA”), the State of California, and each “PAGA
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1 Settlement Class Members” has released the Released Parties from the “Released PAGA Claims”
2 for the “PAGA Period” as set forth in the Agreement.

3 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth below:

4 (a) The “PAGA Settlement Class Members” are defined as all nurse practitioners
5 and physician assistants who were classified as independent contractors by Defendant Barton and
6 placed by Defendant Barton to perform services at the Pomona, California Border Crisis Covid-19
7 emergency response site during the PAGA Period. The PAGA Period means the period from April
8 15, 2021, to November 30, 2021 (“PAGA Period”).

9 (b) The “Released PAGA Claims” are defined as all PAGA claims alleged in the
10 Operative Complaint (or which could have been alleged based on the facts pleaded in the Operative
11 Complaint), and all PAGA claims alleged in Latisha Anderson’s PAGA letter to the LWDA, which
12 accrued during the PAGA Period. The release shall include all PAGA claims brought (or which
13 could have been brought based on the facts pleaded) in *Sarah Baxley v. Barton*, Case No. 2:22-cv-
14 01011 (C.D. Cal.) and *Jason Anderson v. Barton & SMS*, No. 22STCV05355 (L.A. Super.) and the
15 PAGA letters sent to the LWDA by Sarah Baxley and Jason Anderson.

16 9. This Court hereby grants final approval and awards the following: (i) \$325,658.55
17 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Three
18 Hundred Thousand Dollars and Zero Cents (\$300,000.00) and litigation expenses in the amount of
19 Twenty-Five Thousand, Six Hundred Fifty-Eight Dollars and Fifty-Five Cents (\$25,658.55); (ii) the
20 Class Representative Service Payment to Class Representatives, Latisha Anderson, Sarah Baxley,
21 Jason Anderson, and Melody James, in the amount of Ten Thousand Dollars and Zero Cents
22 (\$10,000.00) to each; (iii) Administrator Expenses Payment of Nine Thousand, Nine Hundred
23 Eighty Dollars and Zero Cents (\$9,980.00) to ILYM Group, Inc. (“Settlement Administration
24 Cost”); (iv) Thirty-Seven Thousand, Five Hundred Dollars and Zero Cents (\$37,500.00) (75% of
25 the PAGA Settlement) to the Labor and Workforce Development Agency (“LWDA Payment”); and
26 (v) Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,5000.00) (25% of the PAGA
27 Settlement) allocated to the Individual PAGA Payments.

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1 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
2 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
3 section 2699(1)(3).

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**

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8 DATED: _____, 2023

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10 _____
11 Hon. Elihu M. Berle
12 JUDGE OF THE SUPERIOR COURT
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