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Attorneys for Plaintiff LATISHA SHACONNA ANDERSON.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

LATISHA SHACONNA ANDERSON, an
individual, on behalf of herself, and on behalf
of all persons similarly situated,

Plaintiff,

v.

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

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: December 14, 2022

Time: 9:00 a.m.

Judge: Elihu M. Berle

Dept.: 6

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for
5 Plaintiffs LATISHA SHACONNA ANDERSON and MELODY JAMES, (hereafter "Plaintiffs") in this
6 wage and hour class action filed against BARTON MYERS ASSOCIATES, INC., BARTON
7 ASSOCIATES, INC., and BARTON MEDICAL, INC. (hereinafter "Defendants").

8 2. This declaration is being submitted in support of Plaintiff's Motion for Preliminary
9 Approval of Class Action and PAGA Settlement.

10 **I. EXHIBITS**

11 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Class
12 Action and PAGA Settlement Agreement ("Agreement" or "Settlement Agreement"). Attached as
13 **Exhibit "A"** to the Agreement is a true and correct copy of the proposed Class Notice.

14 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the proof of filing with the
15 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
16 and Motion for Preliminary Approval of Class Action and PAGA Settlement evidencing Class
17 Counsel's compliance with California Labor Code Section 2699(l)(2).

18 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement
19 administration submitted by ILYM Group, Inc., in the amount of \$9,980.00.

20 6. Attached hereto as **"Exhibit 4"** is a true and correct copy of the JCL Law Firm "Firm
21 Resume" detailing some of the major cases the JCL Law Firm has undertaken.

22 **II. INTRODUCTION**

23 7. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
24 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
25 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement
26 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
27 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will

1 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
2 denied or of Defendants prevailing at trial. Given that there are approximately 367 Class Members, the
3 average gross recovery is approximately **\$1,280.65** (Net Settlement Amount divided by Class
4 Members). At the time of mediation, there were approximately 367 PAGA Settlement Class Members
5 who worked approximately 2,219 pay periods during the PAGA Period.

6 8. As discussed below, the proposed Settlement satisfies all criteria for preliminary
7 settlement approval and falls within the range of reasonableness. The average Individual Class
8 Payments to the Settlement Class meets or exceeds awards in similar wage and hour class actions.
9 Moreover, the proposed Settlement Class is appropriate for provisional certification. Accordingly,
10 Plaintiff respectfully requests the Court grant preliminary approval of the Settlement.

11 **III. FACTS AND PROCEDURE**

12 **A. Overview of the Litigation**

13 9. Defendants provided services at a federal Border Crisis Covid-19 emergency response
14 facility in Pomona, California that utilized a workforce of healthcare professionals to assist in
15 emergency intake and medical care of migrant children coming out of United States Customs and
16 Border Protection custody, in Los Angeles County, where Plaintiffs worked. Plaintiff Latisha Anderson
17 worked for Defendants from June of 2021 to July of 2021. Plaintiff Melody James worked for
18 Defendants from April of 2021 to July of 2021. Plaintiff Sarah Baxley worked for Defendants from
19 August of 2021 to July of 2021. Plaintiff Jason Anderson worked for Defendants from May of 2021 to
20 July of 2021. Plaintiffs were paid hourly for their services. Plaintiffs allege that they were employees
21 of Defendants and were entitled to legally compliant meal and/or rest periods, minimum, regular, and
22 overtime wages, and legally compliant meal and rest periods. Plaintiffs also allege that they were
23 subject to Defendants' written policies and procedures contained in, among other documents, the
24 "Client Services Agreement."

25 10. Defendants forcefully deny liability for each of Plaintiffs' claims, including arguing that
26 all of the class members were properly classified as independent contractors. Defendants argue that
27 Plaintiffs cannot receive the benefit of California's "ABC test" for worker classification—which is

1 stricter than the *Borello* and *Martinez* tests for employment—where, as here, they allege a joint-
2 employer relationship. Plaintiffs’ misclassification claim is governed by the joint-employer test stated
3 in *Martinez v. Combs* (2010) 49 Cal.4th 35. The ABC test does not apply. (See *Henderson v. Equilon*
4 *Enters., LLC* (2019) 40 Cal.App.5th 1111, 1125 [*Martinez*, not ABC, test applies in joint-employer
5 cases]; *Curry v. Equilon Enterprises, LLC* (2018) 23 Cal.App.5th 289 [same].) Under California’s
6 joint-employer test, to “employ” means (a) to exercise control over the wages, hours, or working
7 conditions, (b) to suffer or permit to work, or (c) to engage. (*Curry, supra*, 23 Cal.App.5th at p. 301.)

8 11. First, Defendants argue that Barton did not control Plaintiffs’ “wages, hours, or
9 conditions.” Barton did not tell Plaintiffs what tasks to perform or how to perform them—nor could
10 Barton have done so, given that Barton has no medical licenses and had no personnel at the Pomona
11 Site. Plaintiffs cannot meet this test as a matter of law. (*Id.* at p. 303 [affirming summary judgment for
12 Shell in part because “the tasks Curry was made to perform, and the conditions in which she performed
13 them, were not controlled by Shell—they were controlled by ARS”].)

14 12. Second, Defendants argue that Plaintiffs cannot meet the “suffer or permit work” test,
15 which assesses “whether the principal has the right to control the manner and means by which the
16 worker accomplishes the work.” (*Id.* at p. 304.) Once again, Barton had no control over Plaintiffs’
17 work. The relevant contracts stated that Barton had no right to control Plaintiffs’ work, and in practice
18 Barton exercised no control over the manner and means by which Plaintiffs worked.

19 13. Third, Defendants argue that Plaintiffs cannot prove that Barton “engaged” them, which
20 turns on whether Barton was responsible for Plaintiffs “hiring, firing, and daily tasks,” because Barton
21 had no responsibility for Plaintiffs’ day-to-day work. (*Id.* at p. 311.)

22 14. Defendants argue that no matter which test applies—the joint-employer test, right-to-
23 control test, or ABC test—Plaintiffs were not Barton’s employees. In fact, courts across the country
24 have overwhelmingly found that staffing companies do not employ *locum tenens* healthcare
25 professionals *as a matter of law*.¹ Importantly, many of these cases involved *registered* nurses, who

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27 ¹ *State Dept. of Employment v. Reliable Health Care Services of Southern Nevada, Inc.* (1999) 115 Nev. 253; *Health Care*
Assocs., Inc. v. Oklahoma Emp. Sec. Comm’n, 2001 OK 50, ¶ 4, 26 P.3d 112, 113 (2001); *Daw’s Critical Care Registry,*
Inc. v. Department of Labor (Conn. Super. Ct. 1992) 42 Conn.Supp. 376, *aff’d* (1993) 225 Conn. 99; *Trauma Nurses, Inc.*

1 are less independent than the nurse practitioners at issue in this case. (See, e.g., *Trauma Nurses*, 242
2 N.J.Super. at p. 138 [“TNI primarily brokers the services of registered nurses”]; *Health Care Assocs.*,
3 2001 OK 50 [referring only to “nurses”].) Barton has not identified any California case in which a
4 plaintiff even *alleged* that a staffing agency employed *nurse practitioners*. As shown above, the courts
5 outside of California that have addressed this claim with respect to healthcare professionals generally
6 have applied a variety of classification tests and have all come to the same conclusion: staffing agencies
7 are not employers of temporary healthcare professionals as a matter of law. No case suggests that a
8 California court would reach a different result.²

9 15. Further, Defendants assert that they fully complied with all applicable employment laws
10 and raised several other significant defenses to Plaintiffs’ claims, including but not limited to, facially
11 compliant meal and rest period policies, compliant wage statements, and payment of all wages when
12 due.

13 16. On September 20, 2021, Plaintiff Latisha Anderson served Defendant Barton and the
14 Labor and Workforce Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”).
15 Plaintiff Latisha Anderson’s PAGA Notice set forth the facts and theories supporting Defendant
16 Barton’s alleged violations of various provisions of the California Labor Code and applicable Industrial
17 Welfare Commissions (“IWC”) Wage Order and of his intent to pursue claims under California Labor
18 Code Private Attorneys General Act, Cal. Lab. Code sections 2698 *et seq* (“PAGA”).

19 17. On November 24, 2021, Plaintiff Latisha Anderson commenced this Action by filing a
20 class action complaint in the Los Angeles Superior Court, Case Number 20STCV43314 (the “Latisha
21 Anderson Action”). The Latisha Anderson Action alleged eight causes of action against Defendant
22 Barton for: (1) Unfair Competition in Violation of California Business and Professions Code §§ 17200
23 *et seq*; (2) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 *et seq*; (3) Failure to

24 *v. Board of Review, New Jersey Dept. of Labor* (N.J. Super. Ct. App. Div. 1990) 242 N.J.Super. 135; *Prater v. Porter*, 737
25 So. 2d 102 (La. App. 1999); *Robison By and Through Bugera v. Faine*, 525 So.2d 903 (Fla. App. 1987); *Rhoney v. Fele*,
134 N.C.App. 614 (1999).

26 ² Further, a large percentage of Plaintiffs’ putative class are licensed physicians and physician assistants. Under Business
27 & Professions Code section 2418, locum tenens physicians are independent contractors as a matter of law. Defendants
thus argue that these members of Plaintiffs’ putative class have no misclassification claims.

1 Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (4) Failure to Provide
2 Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (5) Failure to Provide Required
3 Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (6) Failure to Provide Accurate Itemized
4 Wage Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Provide Wages When Due in
5 Violation of Cal. Lab. Code §§ 201, 202, and 203; and (8) Violations of the Private Attorney General
6 Act at Lab. Code §§ 2698 *et. seq.* (“Class Claims”).

7 18. On January 5, 2022, Defendant Barton filed a notice of removal of the action to the
8 Central District of California, pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. sections
9 1332(d), 1453, and 1711.

10 19. On August 29, 2022, the Parties stipulated to remand the Action to Los Angeles Superior
11 Court for settlement purposes only. The stipulated was granted and remand was ordered on August 31,
12 2022.

13 20. On January 11, 2022, Plaintiff Baxley filed a class action complaint in the Los Angeles
14 Superior Court (“Baxley Action”) alleging six causes of action against Defendant Barton for: (1)
15 Violation of Cal. Lab. Code §§ 510, 1194, 1197.1(Unpaid Overtime Wages); (2) Violation of Cal. Lab.
16 Code §§ 226.7, 226.7(b), and 512 (Meal Periods); (3) Violations of Cal. Lab. Code § 226.7 (Rest
17 Breaks); (4) Violation of Cal. Lab. Code §226(a) (Wage Statements); (5) Violation of Cal. Lab. Code
18 §§201 and 202 (Wages Not Timely Paid Upon Termination); (6) Violation of Cal. Bus. & Prof. Code
19 §§ 17200, *et. seq.*

20 21. On February 14, 2022, Defendant Barton filed a notice of removal of the action to the
21 Central District of California, pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. sections
22 1332(d), 1453, and 1711.

23 22. On February 14, 2022, Plaintiff Jason Anderson filed an Action against Defendants
24 Barton and SMS (“Jason Anderson Action”) alleging a single cause of action for violation of PAGA.
25 On May 20, 2022, Barton filed a Demurrer to the Complaint. On July 19, 2022, the Court sustained
26 Barton’s Demurrer with leave to amend.

23. On November 15, 2022, Plaintiffs filed a Second Amended Complaint (the “Operative Complaint”) in the Latisha Anderson Action in the Los Angeles Superior Court to add Plaintiff Jason Anderson, Plaintiff Sarah Baxley, and Plaintiff Melody James as named Plaintiffs, add Safety Management Systems, LLC (hereinafter, “SMS”) as a Defendant, and add Plaintiffs’ Jason Anderson’s and Sarah Baxley’s claims.

24. The Parties agreed relatively early to mediate the Action. To prepare for mediation, the Parties agreed to informally produce additional documents and data points subject to the mediation privilege, including but not limited to, all of the Class Members' time data and certain payroll data points. As discussed *infra*, Plaintiffs' counsel retained the forensic consultants at Berger Consulting Group ("BCG") to analyze Defendants' time and payroll data.

25. On July 29, 2022, the Parties participated in a full day mediation with Tripper Ortman, Esq., a highly regarded wage and hour class and representative action mediator. After arms-length negotiations and bargaining, the Parties reached an agreement to settle and signed a Memorandum of Understanding. After reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

B. Class Counsel Thoroughly Investigated the Factual and Legal Issues

26. Months before filing the Action, Class Counsel began their pre-filing investigation into the Plaintiffs' complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiffs. As part of the interview process, the Plaintiffs produced documents related to their employment, including time and payroll records. At the conclusion of the interviews, Class Counsel determined that each of Plaintiffs' complaints appeared to substantiate Plaintiffs' claims that Defendants failed to, among other things, pay for all time worked, failed to issue accurate itemized wage statements, failed to provide compliant meal and rest periods, and failed to pay all wages when due.

27. To prepare for mediation, Class Counsel requested documents and data points to further evaluate Plaintiffs' claims and Defendants' liability exposure to the Class Members. In response to Class Counsel's request, Defendants produced, among other things, the time and payroll records for all

1 of the Class Members, aggregate workweek and pay period data, and copies of applicable handbooks,
2 policies, and agreements. In total, Defendants produced several pages of pertinent policy documents,
3 time records for Class Members, and more than 6,500 unique cells of payroll data for Class Counsel to
4 analyze.

5 28. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
6 Members' payroll and time data. BCG provides data analysis and damage modeling consulting services
7 specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed
8 and experienced experts in their fields and have provided their expertise on thousands of cases.

9 29. BCG analyzed Defendants' time and payroll data to assist in the development of various
10 damage models. Among other things, BCG determined the approximate amount of unpaid wages,
11 amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and
12 average number of hours worked per week. BCG also estimated the number of missed, late, or truncated
13 meal and rest periods, and the amount of missed meal and rest period premiums paid during the Class
14 Period.

15 30. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
16 determining Plaintiffs' suitability as putative class representatives through interviews, background
17 investigations, and analysis of their employment files; (2) evaluating all of Plaintiffs' potential claims;
18 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
19 and the type of employer; (4) analyzing the Settlement Class's time and payroll records; (5) analyzing
20 Defendants' labor policies and practices; (6) researching settlements in similar cases as well as
21 outstanding issues which could affect settlement approval; (7) evaluating Plaintiffs' claims and
22 estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; and (9)
23 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and
24 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
25 independent assessment of the reasonableness of the terms to which the Parties have agreed.

26 31. Class Counsel only agreed to enter the Settlement following this thorough investigation
27 and evaluation of Plaintiffs' claims. Based on its investigation of the facts, applicable law, and
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1 marketplace for similar settlements, and considering the risk of significant delay and uncertainty
2 associated with litigation, and the various defenses asserted by Defendants, Class Counsel believe this
3 Agreement to be in the best interest of the Class Members. Because the Settlement's terms are fair,
4 reasonable, and adequate, the Court should preliminarily approve the Settlement.

5 **C. The Parties Settled at Mediation**

6 32. On July 29, 2022, the Parties participated in a full day mediation with Tripper Ortman,
7 Esq., a highly regarded wage and hour class and representative action mediator. Mediator Ortman
8 helped manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks
9 to both sides. The Parties made substantial progress with Mediator Ortman's assistance. Namely, the
10 Parties exchanged information regarding their respective claims and defense, including their respective
11 evaluation of the damages. At the conclusion of the mediation, the Parties reached a settlement, which
12 was subsequently memorialized in the form of a Memorandum of Understanding. The complete and
13 final terms of the Parties' settlement are now set forth in the Agreement. Class Counsel submits that the
14 Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue.

15 **IV. ARGUMENT**

16 **A. The Court Should Preliminarily Approve the Settlement**

17 33. The Gross Settlement Amount of \$900,000.00 is within the range of reasonableness. To
18 determine whether a settlement is fair and reasonable, the court should "consider enough information
19 about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to
20 make an independent assessment of the reasonableness of the terms to which the parties have agreed."
21 (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) In making this determination, the
22 court is "not to try the case" but rather "satisfy itself that the class action settlement is within the
23 'ballpark of reasonableness.'" (*Id.* (emphasis added).) For this analysis, courts do "not require any such
24 explicit statement of value; [they] require[] a record which allows an understanding of the amount that
25 is in controversy and the realistic range of outcomes of the litigation." (*Munoz v. BCI Coca-Cola*
26 *Bottling Co.* (2010) 186 Cal.App.4th 399, 409 (internal citation omitted).) The reasonableness of a
27 settlement is not dependent upon its actual value approaching the potential recovery plaintiffs might
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1 have received if they had succeeded at trial.³ Indeed, “[t]he determination whether a settlement is
2 reasonable does not involve the use of a ‘mathematical equation yielding a particularized sum.’” (*Frank*
3 *v. Eastman Kodak Co.* (W.D.N.Y. 2005) 228 FRD. 174, 186 (*quoting In re Michael Milken and Assoc.*
4 *Sec. Litig.* (S.D.N.Y. 1993) 150 F.R.D. 57, 66).)

5 34. The Gross Settlement Amount of \$900,000.00 is fair and reasonable considering the
6 nature and magnitude of the claims being settled and the various potential impediments to recovery.
7 Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring
8 Defendants’ liability exposure while accounting for the uncertainties of continued litigation. The
9 various models were informed by Class Counsel’s investigation, including the analysis of a significant
10 sample of time and payroll data. Class Counsel projected Defendants’ liability exposure for *class claims*
11 (excluding PAGA Penalties) ranged between \$3,338,658 (“Realistic Damages”) and \$6,691,956
12 (“Maximum Damages”) if successful at trial. This range reflects the uncertainty regarding several of
13 the claims, together with the uncertainty surrounding derivative liability for inaccurate wage statements
14 and waiting time penalties. Thus, the Gross Settlement Amount represents a recovery of between
15 approximately 27% and approximately 13.4% of Defendants’ class-wide exposure – well within the
16 recognized range of reasonableness. The following summarizes Defendants’ liability exposure.

17 35. Plaintiffs’ primary claim in this Action alleges that Defendants failed to provide
18 compliant meal and rest periods. Specifically, Plaintiffs allege that as a result of Defendants’
19 misclassification of Plaintiffs and other employees as independent contractors, Plaintiff, Class
20 Members, and PAGA Settlement Class Members were not able to take timely and duty-free meal and
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22 ³ Federal district courts recognize that there is an inherent “range of reasonableness” in determining whether to approve a
23 settlement “which recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs
24 necessarily inherent in taking any litigation to completion.” *Newman v. Stein* (2d. Cir. 2002) 464 F.2d 689, 693; *see In re*
25 *Omnivision Tech, Inc.* (N.D. Cal. 2008) 559 F.Supp.2d 1036; *see also Nat’l Rural Telecomm. Coop. v. Directv. Inc.* (C.D.
26 Cal. 2004) 221 F.R.D. 523, 527 (“well settled law that a proposed settlement may be acceptable even though it amounts to
27 only a fraction of the potential recovery”); *In re Global Crossing Sec. and ERISA Litig.* (S.D.N.Y 2004) 225 F.R.D. 436,
28 460 (“settlement amount’s ratio to the maximum potential recovery need not be the sole, or even dominant, consideration
when assessing settlements fairness”); *In re IKON Office Solutions, Inc Sec Litig.* (E.D. Pa. 2000) 194 F.R.D. 166, 184
 (“the fact that a proposed settlement constitutes a relatively small percentage of the most optimistic estimate does not, in
itself, weigh against the settlement; rather the percentage should be considered in light of strength of the claims”); *Officers*
for Justice v. Civil Serv. Comm. (9th Cir. 1982) 688 F.2d 615, 628 (it is “the complete package, taken as a whole rather
than the individual component parts, that must be examined for overall fairness”).

1 rest periods. Consequently, Plaintiffs allege that they are owed meal and rest period premiums for meal
2 and rest period violations that occurred during the Class Period.

3 36. Conversely, Defendants argued, among other things, that it provided all their contractors,
4 i.e., Class Members and PAGA Settlement Class Members, with the opportunity to take compliant meal
5 and rest periods. Defendants also argued that it maintained facially compliant meal and rest period
6 policies. Thus, Defendants argued that there was no potential liability for Plaintiffs' alleged meal and
7 rest period violations and any claimed violations required a highly individualized inquiry not suitable
8 to class treatment. As a result, Plaintiffs discounted this claim 50% to account for this risk. Plaintiffs
9 estimated that the damages for this claim ranged from approximately \$1,525,032 dollars to
10 approximately \$2,050,064 dollars.

11 37. Plaintiffs also alleged that Defendants failed to accurately compensate Plaintiffs and
12 Class Members for overtime compensation. Specifically, Plaintiffs alleged that as a result of their
13 misclassification as independent contractors as opposed to non-exempt employees, Plaintiffs were not
14 paid overtime wages. Defendants denied liability for this claim asserting that they provide accurate
15 overtime compensation to Plaintiffs and Class Members. Plaintiffs estimated Defendants' exposure for
16 this claim ranged between \$1,524,996 dollars and \$3,049,992 dollars.

17 38. Plaintiff also alleged that Defendants failed to furnish its employees with accurate
18 itemized wage statements. Specifically, Plaintiff alleges that as a result of Defendants' failure to provide
19 meal and rest periods as required by the California Labor Code, Plaintiff and other Class Members are
20 entitled to derivative wage statement penalties. (*See Naranjo v. Spectrum Security Services* (2022) 13 Cal.
21 5th 93 (concluding that meal premiums are "wages" entitling employees to derivative wage statement
22 penalties). Further, Defendants argued that even if it failed to furnish accurate wage statements, Plaintiffs
23 could not establish the injury requirement on a class-wide basis. As a result, Plaintiffs discounted this
24 claim 50% to account for this risk. Plaintiff estimated that Defendants' exposure on this claim ranged
25 between \$286,800 dollars and \$573,600 dollars.

26 39. Plaintiff also alleged that the Defendants' labor code violations resulted in derivative
27 liability for waiting time penalties. Although these *penalties* represented Defendants' largest dollar
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1 amount of exposure, this is Plaintiff's most uncertain claim. Specifically, Defendants argued that
2 Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties under Labor Code
3 section 203. Notwithstanding the uncertain nature of the claims, Plaintiff estimated Defendant's
4 exposure for these claims ranged between \$1,830 and \$18,300. However, Class Counsel's Realistic
5 Model discounted the waiting time penalty claim by 90% to approximately \$1,830 because of the
6 aforementioned risk factors.

7 40. Class Counsel's damage models also estimated Defendants' exposure for PAGA
8 penalties. At the time of mediation, Plaintiffs estimated Defendants' PAGA exposure ranged from
9 approximately \$24,600 dollars to approximately \$2,972,000 dollars.

10 41. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each
11 of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist.
12 LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot
13 recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor
14 Code by the Defendants."). Here, Plaintiff would need to prove that each PAGA Group Member
15 suffered a violation for each pay period the employee worked. Again, Defendants raised several
16 defenses that presented serious threats to the claims of the Plaintiff and the PAGA Settlement Class
17 Members. Defendants asserted that its practices complied with all applicable Labor Laws. In addition
18 to those arguments discussed *supra*, Defendants also argued that the Court of Appeals decision in *Cacho*
19 *v. Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiffs' claims, on liability, value, and
20 manageability as to the rest period claims.

21 42. The proposed Settlement allocates \$50,000 to satisfy the PAGA claims. This amount
22 represents 5.55% of the Gross Settlement Amount. This is well within the range of approved PAGA
23 Penalties. See, e.g., *Nordstrom Comm'n Cases* (2010) 186 Cal.App.4th 576, 589 (approving 0% PAGA
24 allocation); *Berry v. Urban Outfitters* (N.D. Cal. Lead Case No. 13-cv-02628-JSW) (approving 1% PAGA
25 allocation in \$5M settlement); *Jack v. Hartford Fire Ins. Co.* (S.D. Cal. 2011) 2011 WL 4899942 * 6
26 (approving \$3,000 PAGA allocation in \$1.2M settlement); *Singer v. Becton Dickinson & Co.* (S.D. Cal.
27 2010) 2010 WL 2196104 *2 (approving \$3,000 PAGA allocation in \$1M settlement); and *Hopson v.*

1 *Hanesbrands, Inc* (N.D. Cal. 2009) 2009 WL 928133 * 9 (approving \$1,500 PAGA allocation in \$1.026M
2 settlement.

3 **B. Litigation Risks**

4 43. With respect to the most immediate challenge, i.e., class certification, the risks attendant to
5 the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart Associates, Inc.*
6 (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded a \$110 million
7 judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to
8 enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904
9 F.3d 1087 (decertification of wage and hour misclassification action); *see also Duran v. U.S. Bank National*
10 *Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor plaintiffs in a wage and hour class
11 action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088 (“[T]he reason, if any, that
12 employees might not take their breaks were predominantly individualized questions of fact not susceptible
13 to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341 (affirming denial of
14 certification because employees’ declarations attesting to having taken meal and rest breaks demonstrated
15 that individualized inquiries were required to show harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal.
16 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying certification of proposed off-the-clock
17 and rest and meal break classes due to lack of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008)
18 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest period claims based on the
19 predominance of individual issues). Collectively, the examples cited above illustrate the uncertain nature
20 of class litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a
21 significant risk factor favoring settlement.

22 44. Finally, continuing to litigate this action would require continued and extensive resources
23 coupled with significant Court time to proceed through trial and post-trial motions; which can often
24 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
25 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at
26 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
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Defendants would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668, the risk of an appeal and subsequent reversal is real.

45. Given the amount of the settlement here, as compared to potential value of the claims, offset by the various inherent risks to continued litigation, the settlement is fair and reasonable.

C. Proposed Notice Informs the Class About the Case and Settlement

46. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class Members of their rights and remedies. The Administrator will first verify addresses, then mail the proposed Class Notice to all Class Members. The Notice will include information regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the procedure and time period within which to requests for exclusions or objections to the Settlement, the date for the final approval hearing, the formula used to calculate settlement payments, and the terms and scope of the Released Class Claims. See generally Agreement at § 8.4. This method was negotiated by the Parties to ensure delivering the most reasonable method of notice to the Class Members while ensuring cost effective administration of the Settlement.

47. Accordingly, both the method of disseminating the Class Notice and content of the Class Notice satisfy due process. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41 Cal.3d 460,485 (the class notice must "fairly apprise the class members of the terms of the proposed compromise and of the options open to dissenting class members.").)

D. The Court Should Preliminarily Approve the Incentive Award

48. The Settlement provides for a Class Representative Service Payments of \$40,000, with \$10,000.00 allocated to each Plaintiff.⁴ The service payment is fair and reasonable compensation for

⁴ The amount of the requested enhancement payment-\$10,000-is reasonable by reference to the amounts that California courts (both federal and state) have repeatedly found to be reasonable for wage and hour class action settlements: *See Baker v. LA. Fitness Int'l, LLC*, No. BC438654 (L.A. County Super. Ct. Dec. 12, 2012) (awarding \$10,000 enhancement payments to three of the named plaintiffs); *Blue v. Codwell Banker Residential Brokerage Co.*, No. BC417335 (L.A. County Super. Ct. Mar. 21, 2011) (awarding \$10,000 enhancement payment); *Buckmire v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A. County Super. Ct. June 11, 2010) (awarding \$10,000 enhancement payments to the named plaintiff); *Coleman v. Estes Express Lines, Inc.*, No. BC429042 (L.A. County Super. Ct. Oct. 3, 2013) (awarding \$10,000 enhancement payment); *Ethridge v. Universal Health Services, Inc.*, No. BC391958 (L.A. County Super. Ct. May 27, 2011) (awarding \$10,000 enhancement payment); *Hickson v. South Coast Auto Insurance Marketing, Inc.*, No. BC390395 (L.A. County Super. Ct. Mar. 27, 2012) (awarding \$10,000 enhancement payment); *Hill v. Sunglass Hut Int'l, Inc.*, No. BC422934 (L.A. County Super. Ct. July 2, 2012) (awarding \$10,000 enhancement payments to the named plaintiffs); *Kabamba v. Victoria's Secret Stores, LLC*, No. BC368528 (L.A. County Super. Ct. Aug. 19, 2011) (awarding enhancement payments of \$ 10,000 to the named plaintiffs along with additional compensation for their general release of claims); *Magee v. American Residential Services, LLC*, No. BC423798 (L.A. County Super. Ct. Apr. 21, 2011) (awarding \$15,000 enhancement payment); *Mares v. BFS Retail & Commercial Operations, LLC*, No. BC375967 (L.A.

1 the Plaintiffs' efforts bringing the action, assisting Class Counsel with the litigation and settlement,
2 regularly conferring with Class Counsel on the status of their case and the strategies for prosecuting the
3 claims, reviewing the proposed Settlement to ensure that its terms are fair and provide adequate relief
4 for the Settlement Class Members, and agreeing to provide Defendants a general release of all claims
5 arising out of his employment.

6 49. Class Counsel on behalf of Plaintiffs will file a formal motion for the negotiated Class
7 Representative Service Payments once preliminary approval of the Settlement is granted. Plaintiffs
8 respectfully submit that the above showing is sufficient for preliminary approval of the negotiated Class
9 Representative Service Payments.

10 **E. The Court Should Preliminary Approve Class Counsel's Attorneys' Fees and**
11 **Expenses**

12 50. Class Counsel took this matter on a contingency fee basis and invested significant time
13 and expense successfully prosecuting Plaintiffs' claims. As discussed *supra*, the estimated average
14 Individual Class Payment illustrates the demonstrably positive outcome for the Participating Class
15 Members. Considering the positive outcome for the Class Members, and in light of the supporting
16 authority, the proposed award of Class Counsel's Attorneys' Fees and Expenses is fair and reasonable.

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20 County Super. Ct. June 24, 2010) (awarding \$15,000 enhancement payments to the named plaintiffs); *Nevarez v. Trader Joe's Co.*, No.
21 BC373910 (L.A. County Super. Ct. Jan. 29, 2010) (awarding \$10,000 enhancement payment); *Ordaz v. Rose Hills Mortuary, LP.*, No.
BC386500 (L.A. County Super. Ct. Mar. 19, 2010) (awarding 10,000 enhancement payments to the named plaintiffs); *Sheldon v. AHMC*
22 *Monterey Park Hospital LP*, No. BC440282 (L.A. County Super. Ct. Feb. 22, 2013) (awarding \$10,000 enhancement payment); *Silva v.*
Catholic Moray Services, Inc., No. BC408054 (L.A. County Super. Ct. Feb. 8, 2011) (awarding \$10,000 enhancement payments to the
23 named plaintiffs); *Weisbarth v. Banc West Investment Services, Inc.*, No. BC422202 (L.A. County Super. Ct. May 24, 2013) (awarding
\$10,000 enhancement payment); *Zamora v. Balboa Life & Casualty LLC*, No. BC360026 (L.A. County Super. Ct. Mar. 7, 2013) (awarding
24 \$25,000 enhancement payments to the named plaintiffs); *Acheson v. Express, LLC*, No. 109CV135335 (Santa Clara County Super. Ct.
Sep. 13, 2011) (awarding \$10,000 enhancement payment); *Aguiar v. Cingular Wireless, LLC*, No. CV 06-8197 DDP (AJWx) (C.D. Cal.
25 Mar. 17, 2011) (awarding \$14,767 enhancement payment); *Bejarano v. Amerisave Mortgage Corp.*, No. EDCV 08-00599 SGL (Opx)
(C.D. Cal. June 22, 2010) (awarding \$10,000 enhancement payment); *Carbajal v. Sally Beauty Supply LLC*, No. CIVVS 1004307 (San
Bernardino Super. Ct. Aug. 6, 2012) (awarding \$10,000 enhancement payments to the named Plaintiffs); *Contreras v. Serco Inc.*, No. 10-
26 cv-04526-CAS-JEMx (CD. Cal. Sep. 10, 2012) (awarding \$10,000 enhancement payment); *Guerrero v. R.R. Donnelley & Sons Co.*, No.
RIC 10005196 (Riverside Super. Ct July 16, 2013) (awarding \$10,000 enhancement payment); *Kisliuk v. ADT Security Services, Inc.*, No.
27 CV08-0324 DSF (RZx) (C.D. Cal. Jan. 10, 2011) (awarding \$10,000 enhancement payment); *Morales v. BCBG Maxaria Int'l Holdings,*
Inc., No. JCCP 4582 (Orange County Super. Ct Jan. 24, 2013) (awarding \$10,000 enhancement payment); and *Barrett v. Doyon Security*
Services, LLC, Nos. BS900199, BS900517 (San Bernardino County Super. Ct. Apr. 23, 2010) (awarding \$10,000 enhancement payment).

51. Plaintiff will file a formal motion for the negotiated award of Class Counsel Fees and Litigation Expenses once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

F. The Court Should Provisionally Certify the Settlement Class

52. For Settlement, Plaintiff contends, and Defendants do not dispute, that provisional certification of the Class is appropriate.

53. Because all Class Members performed services at the Pomona, California Border Crisis Covid-19 emergency response site for Defendants, the class is readily ascertainable from Defendants' regular business records, i.e., payroll records.

54. The statutes relating to each of Plaintiffs' claims apply with equal force and effect to the entire Settlement Class. Factually, Defendants' policies and practices apply class-wide and Defendants' liability can be determined by facts common to all members of the class. The wage and hour issues are both numerous and substantial, and a class action is the most advantageous method of dealing with the claims of the Settlement Class.

55. Plaintiff's wage and hour claims are typical of the proposed Settlement Class because they arise from the same factual basis and are based on the same legal theories applicable to the other Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the Settlement Class. Plaintiff alleges that he was injured by the same company-wide practices to which the proposed Class Members were subject to and seek the same relief. Plaintiff has already demonstrated his ability to advocate for the interests of the Class Members by initiating this litigation, undertaking extensive class discovery, and evaluating the proposed settlement to assure that it is fair.

56. A class action is superior to a multitude of individual lawsuits. Given the size and amount of each individual claim, the Class Members likely have little incentive to litigate their claims on an individual basis because the out-of-pocket expense and personal commitment necessary to litigate each claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case adjudication.

F. Class Counsel’s Experience

1 57. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented
2 by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
3 (“Firm”), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and
4 consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-
5 party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq.
6 (Partner/Owner), Sydney Castillo-Johnson (Associate Attorney), Monnett De La Torre (Associate
7 Attorney), Tesla Stone (Paralegal), Maria Watters (Paralegal), Jennifer Hemming (Legal Secretary),
8 and Sara Christensen (Legal Assistant).

9 58. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
10 Employees. I have extensive experience with wage and hour class and representative actions litigation
11 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
12 litigation experience and complex construction product liability experience. I can, will and have
13 adequately represented the interests of the Plaintiff, the State of California and the Aggrieved
14 Employees throughout this action.

15 59. I have represented consumers and employees in California class actions, and complex
16 multi-party product liability actions exclusively for more than 15 years. I have been in practice as a
17 plaintiffs’ civil litigation attorney since April 2007.

18 60. I have significant class counsel and collective action counsel experience. My credentials
19 are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as Exhibit 4.

20 61. Since 2010, my firm has successfully resolved more than sixty (65) cases and recovered
21 in excess of \$75 million on behalf of the Firm’s clients.

22 62. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
23 favorable verdict for the firm’s clients.

24 63. Finally, I have published appellate experience in *William Blanchette et al., v. The*
25 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521.

26 64. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising
27 Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising
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1 Star list recognizes the top 2.5% of eligible attorneys. (see
2 https://www.superlawyers.com/about/selection_process.html.)

3 I declare under the penalty of perjury under the laws of the State of California that the foregoing
4 is true and correct. Executed this 14th day of November 2022, at San Diego, California.

5 **JCL LAW FIRM, APC**

6 By: 
7 Jean-Claude Lapuyade
8 Attorneys for Plaintiff
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Latisha Anderson, Sarah Baxley, Jason Anderson, and Melody James (“Plaintiffs”), on the one hand, and defendants Barton & Associates, Inc. (“Barton”) and Safety Management Systems, LLC (“SMS”), on the other hand. The Agreement refers to Barton and SMS collectively as “Defendants,” and to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Latisha Anderson v. Barton & Associates, Inc.*, filed on November 24, 2021, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 21STCV43314.
- 1.2. “Administrator” or “Settlement Administrator” means ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810, the neutral third-party entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” or “Class Members” means all nurse practitioners and physician assistants who were classified as independent contractors by Defendant Barton and placed by Defendant Barton to perform services at the Pomona, California Border Crisis Covid-19 emergency response site during the Class Period.
- 1.5. “Class Counsel” means the JCL Law Firm, APC, Hartounian Law Firm, P.C., Law Offices of Corbett H. Williams, and Zakay Law Group, APLC.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, all in an amount not to exceed one-third (1/3) of the Gross Settlement Amount. The Class Counsel Fees Payment shall be divided among Class Counsel as follows: 27.5% to JCL Law Firm, APC, 22.5% to Hartounian Law Firm, P.C., 22.5% to Law Offices of Corbett H. Williams, and 27.5% to Zakay Law Group, APLC. The Class Counsel Litigation Expenses Payment shall be divided among Class Counsel based on actually incurred costs by each of them.
- 1.7. “Class Data” means Class Member identifying information in Defendant Barton’s possession that Defendant Barton will provide to the Administrator. To the extent available, the Class Data shall contain Class Member’s full name, last-known mailing address, telephone number, Social Security number, and number of Class Period

Workweeks and PAGA Pay Periods.

- 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an PAGA Settlement Class Members).
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10. “Class Notice” means the Court-approved Notice of Class Action Settlement in a form substantively similar to **Exhibit A**, to be mailed to Class Members informing them of the settlement, including their rights to request exclusion or to object to the Settlement, the right to dispute their estimated workweeks/payment, of their estimated payment to be received without the need to return a claim form, and the date set for the Final Approval Hearing.
- 1.11. “Class Period” means the period from April 15, 2021, to November 30, 2021.
- 1.12. “Class Representative” or “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representatives.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.14. “Court” means the Superior Court of California, County of Los Angeles.
- 1.15. “Defendants” mean Barton & Associates, Inc. and Safety Management Systems, LLC.
- 1.16. “Defense Counsel” means Gibson, Dunn and Crutcher LLP, counsel for Defendant Barton & Associates, Inc.
- 1.17. “Effective Date” means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.

- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21. “Funding Date” means the date on which Defendant Barton shall fund the Gross Settlement Amount to the Administrator.
- 1.22. “Gross Settlement Amount” means the non-reversionary sum of Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00) which is the total amount Defendant Barton agrees to pay under the Settlement except as provided in Paragraphs 8 and 9 below. The Gross Settlement Amount will be used to pay Individual Class Settlement Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks that the Class Member performed services during the Class Period. Any Class Member who submits a timely and valid request for exclusion pursuant to the procedures set forth herein is not eligible to receive an Individual Class Payment.
- 1.24. “Individual PAGA Payment” means the PAGA Settlement Class Members’ pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any two-week period during which a PAGA Settlement Class Member performed at least one day of services during the PAGA

Period.

- 1.31. “PAGA Period” means the period from April 15, 2021, to November 30, 2021.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff Latisha Anderson’s September 20, 2021, letter to Defendant and the LWDA, Sarah Baxley’s January 5, 2022, letter to Defendant and the LWDA, and Jason Anderson’s December 6, 2021 to Defendant and the LWDA, all providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Settlement Class Members (\$12,500.00) and the 75% to LWDA (\$37,500.00) in settlement of PAGA claims.
- 1.35. “PAGA Settlement Class Members” means all nurse practitioners and physician assistants who were classified as independent contractors by Defendant Barton and placed by Defendant Barton to perform services at the Pomona, California Border Crisis Covid-19 emergency response site during the PAGA Period.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. “Plaintiffs” means LATISHA ANDERSON, SARAH BAXLEY, JASON ANDERSON, and MELODY JAMES, the named plaintiffs in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of the Settlement.
- 1.40. “Released Class Claims” means all claims alleged in the *Latisha Anderson v. Barton* (L.A. Super.) Operative Complaint (or which could have been alleged based on the facts pleaded in the Operative Complaint) and which accrued during the Class Period. Released Class Claims shall include all claims arising out of or relating to the alleged misclassification of Settlement Class Members, and all claims based on state, federal, local, or common law for unpaid wages, minimum wages, regular wages, overtime wages, working more than six days in seven, expense reimbursement, wage statements, payroll recordkeeping, reporting time, improper deduction of wages, failure to provide workers’ compensation insurance, meal periods, rest breaks, sick leave, final pay, timely payment of wages, waiting time penalties, and unfair business practices. Released Class Claims shall extend to all forms of relief, including restitution, damages, interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, penalties, equitable remedies, and pre or post judgment interest. Released Class Claims shall also include all claims brought in *Sarah Baxley v. Barton*, Case No. 2:22-cv-01011 (C.D. Cal.) (or which could have been alleged based on the facts pleaded in the Baxley complaint), and all

claims which could have been brought based on the facts pleaded in *Jason Anderson v. Barton & SMS*, No. 22STCV05355 (L.A. Super.).

- 1.41. “Released PAGA Claims” means all PAGA claims alleged in the Operative Complaint (or which could have been alleged based on the facts pleaded in the Operative Complaint), and all PAGA claims alleged in Latisha Anderson’s PAGA letter to the LWDA, which accrued during the PAGA Period. The release shall include all PAGA claims brought (or which could have been brought based on the facts pleaded) in *Sarah Baxley v. Barton*, Case No. 2:22-cv-01011 (C.D. Cal.) and *Jason Anderson v. Barton & SMS*, No. 22STCV05355 (L.A. Super.) and the PAGA letters sent to the LWDA by Sarah Baxley and Jason Anderson.
- 1.42. “Released FLSA Claims” means all Federal Labor Standards Act (“FLSA”) claims which could have been brought based on the facts pleaded in the Operative Complaint, and all FLSA claims which could have been brought based on the facts pleaded in *Sarah Baxley v. Barton*, Case No. 2:22-cv-01011 (C.D. Cal.) and *Jason Anderson v. Barton & SMS*, No. 22STCV05355 (L.A. Super.).
- 1.43. “Released Parties” means: Barton & Associates, Inc., and its parents, subsidiaries, predecessors, successors, affiliates, owners, officers, employees, and clients, including SMS and SMS’s parents, subsidiaries, predecessors, successors, affiliates, owners, officers and employees.
- 1.44. “Request for Exclusion” means a Class Member’s written request, signed by the Class Member and submitted to the Administrator, requesting to be excluded from the Class Settlement.
- 1.45. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and PAGA Settlement Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days after the Response Deadline has expired.
- 1.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.47. “Workweek” means any week during which a Class Member performed services for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On September 20, 2021, Plaintiff Latisha Anderson filed a Notice of Violations with the Labor and Workforce Development Agency (“LWDA”) and served the same on Defendant Barton.

- 2.2. On November 24, 2021, Plaintiff Latisha Anderson commenced the Action by filing a Complaint in the Los Angeles Superior Court alleging causes of action against Defendant Barton for: (1) Unfair Competition in violation of Cal. Bus. & Prof. Code §§ 1700, *et seq.*; (2) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.*, (3) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (4) Failure to Provide Required Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab. Code § 226; (7) Failure to Pay Wages When Due in violation of Cal. Lab. Code §§ 201, 202, and 203; (8) Violation of the Private Attorneys General Act [Labor Code §§ 2698, *et seq.* (“PAGA”).
- 2.3. On January 5, 2022, Defendant Barton removed the Action to the United States District Court, Central District.
- 2.4. On January 11, 2022, Plaintiff Baxley filed an action Against Defendant Barton (“Baxley Action”) alleging: (1) Violation of Cal. Lab. Code §§ 510, 1194, 1197.1 (Unpaid Overtime Wages); (2) Violation of Cal. Lab. Code §§ 226.7, 226.7(b), and 512 (Meal Periods); (3) Violations of Cal. Lab. Code § 226.7 (Rest Breaks); (4) Violation of Cal. Lab. Code § 226(a) (Wage Statements); (5) Violation of Cal. Lab. Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination); (6) Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*
- 2.5. On February 14, 2022, Plaintiff Jason Anderson filed an action against Defendants Barton and SMS alleging a single cause of action for violation of PAGA.
- 2.6. On March 7, 2022, Plaintiff Latisha Anderson filed a First Amended Complaint in the Action.
- 2.7. On July 29, 2022, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., a highly respected mediator of wage-and-hour class and representative actions, which led to this Agreement to settle the Action.
- 2.8. Prior to mediation, Plaintiffs obtained, through informal discovery, timekeeping and payroll records for the Class Members. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129–130 (“*Dunk/Kullar*”).
- 2.9. On August 29, 2022, pursuant to their tentative settlement agreement and for settlement purposes only, the Parties stipulated to remand the Action to Los Angeles Superior Court for settlement purposes only. The Court granted the stipulation and ordered remand of the Action on August 31, 2022.
- 2.10. On November 14, 2022, pursuant to their tentative settlement agreement and for settlement purposes only, Plaintiffs filed a Second Amended Complaint (the “Operative

Complaint”) in the Action in the Los Angeles Superior Court to add Plaintiff Jason Anderson, Plaintiff Sarah Baxley, and Plaintiff Melody James as named Plaintiffs, add SMS as a Defendant, and add Plaintiffs Jason Anderson’s and Sarah Baxley’s claims. Barton and SMS deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

- 2.11. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant Barton and the LWDA by sending the PAGA Notice.
- 2.12. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraphs 8 and 9 below, Defendant Barton promises to pay, by payment made to the Administrator, Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00), and no more, as the Gross Settlement Amount, by the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Settlement Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant Barton.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than \$40,000, with \$10,000 allocated to each named Plaintiff, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Members. Defendants will not oppose Plaintiffs’ request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for taxes owed on the Class Representative Service Payment and hold Defendants harmless for, and indemnify Defendants from, any dispute or controversy arising from or related to any such taxes.
 - 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be Three

Hundred Thousand Dollars (\$300,000.00), and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless for, and indemnifies Defendants from, any dispute or controversy arising from or related to any division or sharing of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks that all Participating Class Members performed services during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 100% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for damages, penalties and interest. The Individual Class Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and PAGA Settlement Class Members: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment

by (a) dividing the amount of the PAGA Settlement Class Members' 25% share of PAGA Penalties (i.e., \$12,500.00) by the total number of PAGA Period Pay Periods that all PAGA Settlement Class Members performed services during the PAGA Period and (b) multiplying the result by each PAGA Settlement Class Member's PAGA Period Pay Periods. PAGA Settlement Class Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and PAGA Pay Periods. Based on a review of its records to date, Defendant Barton estimates there are 367 Class Members who collectively worked a total of 4,005 Workweeks, and 367 PAGA Settlement Class Members who worked a total 2,219 of PAGA Pay Periods.
- 4.2. Class Data. Not later than ten (10) business days after the Court grants Preliminary Approval of the Settlement, Defendant Barton will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant Barton has a continuing duty to immediately notify Class Counsel and the Administrator if it discovers that the Class Data omitted Class Member-identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant Barton must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant Barton shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than five (5) business days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant Barton funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Settlement Class Members including Non-Participating Class Members who qualify as PAGA Settlement Class Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant Barton fully funds the entire Gross Settlement Amount, Plaintiffs, Class Members, and Class Counsel shall release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally release and discharge Released Parties from all claims alleged in the *Latisha Anderson v. Barton* (L.A. Super.) Operative Complaint (or which could have been alleged based on the facts pleaded in the Operative Complaint) and which accrued during the Class Period. The release shall include all Released Class Claims, Released PAGA

Claims, and Released FLSA Claims. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or law or Plaintiffs' discovery of them.

- 5.2 Plaintiffs James and Baxley's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs James and Baxley's Releases, Plaintiffs James and Baxley expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

This specifically excludes claims for unemployment insurance, disability, social security, and workers' compensation (except for claims pursuant to Labor Code Sections 132a and 4553).

- 5.3 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. The release shall include all Released Class Claims and Released FLSA Claims. Except as set forth in Section 5.4 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
- 5.4 Release by PAGA Settlement Class Members: All PAGA Settlement Class Members are deemed to generally release, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, and ascertained in the course of the Action, including, all PAGA claims alleged in the Operative Complaint (or which could have been alleged based on the facts pleaded in the Operative Complaint), and all PAGA claims alleged in Latisha Anderson's PAGA letter to the LWDA, which accrued during the PAGA Period. The release shall include all PAGA claims brought (or which could have been brought based on the facts pleaded) in *Sarah Baxley v. Barton*, Case No. 2:22-cv-01011 (C.D. Cal.) and *Jason Anderson v. Barton & SMS*, No. 22STCV05355 (L.A. Super.) and the PAGA letters sent to the LWDA by Sarah Baxley and Jason Anderson.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 6.1 Defendant Barton’s Declaration in Support of Preliminary Approval. Within thirty (30) days of the full execution of this Agreement, Defendant Barton will prepare and deliver to Class Counsel signed Declarations from Defendant Barton and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defendant Barton and Defense Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; and (iii) a draft proposed Class Notice.
- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice [with Spanish translation, if applicable] substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant Barton or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously

meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her legally authorized representative that clearly and unequivocally states that the Class Member wishes to be excluded from the Settlement and must include the Class Member's name, address and email address or telephone number. Requests for Exclusion must be exercised individually by the Class Member, not as or on behalf of a group, class, or subclass, except that such individual Request may be submitted by a Class Member's legally authorized representative who is not the Class Member's counsel. All Requests for Exclusion must be submitted by the requesting Class Member even if the Class Member is represented by a legally authorized representative. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 Class Counsel shall recommend the settlement to the Class Members, and Class Counsel agree to use their best efforts to resolve any objections to the Release of Claims described in Paragraph 5. Plaintiffs shall not opt out of or object to the settlement, nor shall Plaintiffs or Class Counsel directly or indirectly encourage Settlement Class Members to opt out of or object to the settlement.
- 7.5.3 The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.4 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.1 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- 7.5.5 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Settlement Class Members are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 7.7 Objections to Settlement.
- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send written objections to the Administrator must do so not later than forty-five (45) after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement and/or this Agreement.
- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant Barton estimates that, as of the date of this Settlement Agreement, (1) there are 367 Class Members and 4,005 Total Workweeks during the Class period and (2) there were 367 PAGA Settlement Class Members who worked 2,219 PAGA Pay Periods during the PAGA Period. If the number of Workweeks increases by more than 5% of the estimate at the time of mediation, the Gross Settlement Amount will increase proportionally for the number of workweeks over 105% of 4,005 (12,708 Workweeks).
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of Workweeks increases or decreases by more than 50% of the estimated number of Workweeks in paragraph 8, then Defendant Barton has the option, in its sole discretion, to withdraw from the Settlement. The Parties agree that, if Defendant Barton withdraws from the Settlement, the Settlement shall be void ab initio, shall have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement; provided, however, Defendant Barton will remain responsible for paying all Settlement Administration Expenses incurred prior to its notice of election to withdraw. Defendant Barton must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope

of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under Code of Civil Procedure section 664.6, solely for purposes of (i) enforcing this Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement shall constitute, or be offered, received, claimed,

construed, or deemed as, an admission, finding, or evidence of: (a) any wrongdoing; (b) any violation of any statute, law, or regulation; (c) any liability on the claims or allegations in the Action or any other proceeding; (d) the propriety of certifying a litigation class in the Action; or (e) the merits of Defendants' defenses in the Action. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant Barton's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter, all of whom will be instructed to keep this Agreement confidential; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel each agree not to, directly or indirectly, initiate any oral or written communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter is being resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiffs and Defendant Barton, respectively, to take all

appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of this Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any liability, claim, demand, action, cause of action, or right released and discharged by them in this Settlement.
- 12.8 No Tax Advice. Neither the Parties nor Class Counsel or Defense Counsel are providing any advice regarding taxes or taxability; nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant Barton in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any

existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant Barton unless, prior to the Court's discharge of the Administrator's obligation, Defendant Barton makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All notices, demands or other communications between the Plaintiffs and Defendant Barton in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292

ZAKAY LAW GROUP
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203

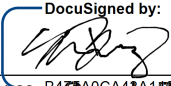
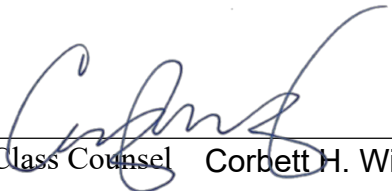
To Defendant Barton:

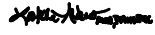
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Ave
Los Angeles, CA 90071
T: 213-229-7018
F: 213-229-6018

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of

them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

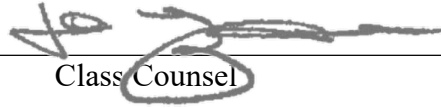
- 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement (i) the Action shall be stayed, except to effectuate the terms of this Agreement; and (ii) the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process shall be extended pursuant to CCP section 583.330.

DocuSigned by:  B475A9CA-43A1-4B00 Plaintiff Sarah Baxley	 Class Counsel Corbett H. Williams
Plaintiff	Class Counsel
Plaintiff	Class Counsel
Plaintiff	Class Counsel
Defendant	Counsel For Defendant
Defendant	Counsel For Defendant



Latisha Anderson (Nov 14, 2022 18:30 EST)

Plaintiff



Class Counsel

Plaintiff

Class Counsel

Plaintiff

Class Counsel

Plaintiff

Class Counsel

Defendant

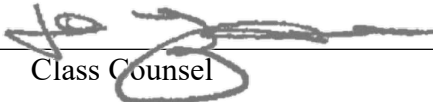
Counsel For Defendant

Defendant

Counsel For Defendant


Melody James (Nov 14, 2022 10:37 PST)

Plaintiff


Class Counsel

Plaintiff

Class Counsel

Plaintiff

Class Counsel

Plaintiff

Class Counsel

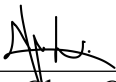
Defendant

Counsel For Defendant

Defendant

Counsel For Defendant

Jason Anderson 11/14/2022
Plaintiff

 11.14.2022
Class Counsel

Plaintiff

Class Counsel

Plaintiff

Class Counsel

Plaintiff

Class Counsel

Defendant

Counsel For Defendant

Defendant

Counsel For Defendant

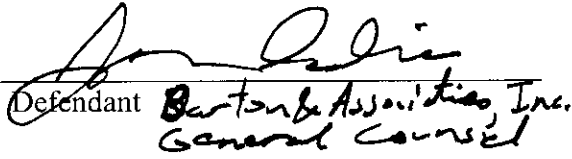
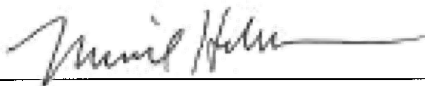
Plaintiff	Class Counsel
Plaintiff	Class Counsel
Plaintiff	Class Counsel
Plaintiff	Class Counsel
 Defendant Bartonbe Associates, Inc. General Counsel	 Counsel For Defendant
Defendant	Counsel For Defendant

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Anderson v. Barton & Associates, Inc., Case No. 21STCV43314

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from a class action lawsuit (“Action”) against Defendant Barton & Associates, Inc. (“Defendant Barton”) and Defendant Safety Management Systems, LLC (“Defendant SMS”) for alleged wage and hour violations (Defendant Barton and Defendant SMS may be referred to collectively as “Defendants”). The Action was filed by Latisha Anderson, Sarah Baxley, Jason Anderson, and Melody James (“Plaintiffs”) and seeks payment of (1) back wages for a class of nurse practitioners and physician assistants who were classified as independent contractors by Defendant Barton and staffed or placed by Defendants to perform work at the Pomona, California Border Crisis Covid-19 emergency response site (“Class Members”) during the Class Period (April 15, 2021 to November 30, 2021); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all nurse practitioners and physician assistants who were classified as independent contractors by Defendant Barton and staffed or placed by Defendant to perform work at the Pomona, California Border Crisis Covid-19 emergency response site during the PAGA Period (April 15, 2021 to November 30, 2021) (“PAGA Settlement Class Members”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant Barton to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant Barton to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant Barton’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant Barton’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] Pay Periods** during the PAGA Period. “Workweek” means any week during which you performed worked at the Pomona, California Border Crisis Covid-19 emergency response site for at least one day. “Pay Period” means any two-week period during which you performed worked at the Pomona, California Border Crisis Covid-19 emergency response site for at least one day. If you believe that you worked more workweeks, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment

that requires Defendant Barton to make payments under the Settlement and requires Class Members and PAGA Settlement Class Members to give up their rights to assert certain claims against Defendants.

If you are a Class Member, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants. You cannot opt-out of the PAGA portion of the proposed Settlement and will remain eligible for an Individual PAGA Payment even if you submit an opt-out.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant Barton must pay Individual PAGA Payments to all PAGA Settlement Class Members and the PAGA Settlement Class Members must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
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You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by 	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant Barton’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____ . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs performed work for Defendants Barton and/or SMS as independent contractors. The Action accuses Defendants of violating California labor laws by misclassifying Plaintiffs as independent contractors, thereby failing to pay overtime wages, minimum wages, wages due upon termination and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: JCL Law Firm, APC, Hartounian Law Firm, P.C., Law Offices of Corbett H. Williams, and Zakay Law Group APLC. (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages due, and they contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired Tripper Ortman, Esq., an experienced,

neutral mediator in an effort to resolve the Action by negotiating an end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant Barton has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Settlement Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Barton Will Pay \$900,000 as the Gross Settlement Amount (Gross Settlement). Defendant Barton has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant Barton will fund the Gross Settlement not more than five (5) days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$300,000 (one-third of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$40,000 as a Class Representative Award, with \$10,000 allocated to each named Plaintiff, for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,000 to the Administrator for services administering the Settlement.
 - D. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Settlement

Class Members based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Allocation of Individual Class Payments. Plaintiffs and Defendants are asking the Court to approve an allocation of 100% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for damages, penalties and interest. The Individual Class Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a signed letter from a Class Member or his/her legally authorized representative that clearly and unequivocally states that the Class Member wishes to be excluded from the Settlement, and must set forth a Class Member’s name, present address, and telephone number or email address. The Request for Exclusion must be exercised individually by the Class Member, not as or on behalf of a group, class, or subclass, except that such individual Request may be submitted by a Class Member’s legally authorized representative who is not the Class Member’s counsel. All Requests for Exclusion must be submitted by the requesting Class Member even if the Class Member is represented by a legally authorized representative. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Excluded Class Members (i.e., Non-Participating

Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendant Barton will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant Barton has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint in *Latisha Anderson v. Barton & Associates, Inc.*, Case No. 21STCV43314 (L.A. Super.) during the Class Period. The release shall include all claims arising out of or relating to the alleged misclassification of Settlement Class Members, and any claims based on state, federal, local, or common law for unpaid wages, minimum wages, regular wages, overtime wages, working more than six days in seven, expense reimbursement, wage statements, payroll recordkeeping, reporting time, improper deduction of wages, failure to provide workers’ compensation insurance, meal periods, rest breaks, sick leave, final pay, timely payment of wages, waiting time penalties, and unfair business practices. The release shall also include all Federal Labor Standards Act claims which could have been

brought based on the facts pleaded in the Operative Complaint. The release shall extend to all forms of relief, including restitution, damages, interest, costs and expenses, attorneys' fees, declaratory relief, injunctive relief, penalties, equitable remedies, and pre or post judgment interest. The release shall also include all claims brought in *Sarah Baxley v. Barton*, Case No. 2:22-cv-01011 (C.D. Cal.) (or which could have been alleged based on the facts pleaded in the Baxley complaint), and all claims which could have been brought based on the facts pleaded in *Jason Anderson v. Barton & SMS*, No. 22STCV05355 (L.A. Super.). Except as set forth in Section 10 of this Notice, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. PAGA Settlement Class Members' PAGA Release. After the Court's judgment is final, and Defendant Barton has paid the Gross Settlement, all Non-Participating Class Members who are PAGA Settlement Class Members will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all PAGA Settlement Class Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The PAGA Settlement Class Members' Releases for Participating and Non-Participating Class Members are as follows:

All PAGA Settlement Class Members are deemed to generally release, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice, in *Latisha Anderson v. Barton & Associates, Inc.*, Case No. 21STCV43314 (L.A. Super.), and ascertained in the course of *Latisha Anderson v. Barton & Associates, Inc.*, Case No. 21STCV43314 (L.A. Super.), including, all PAGA claims alleged in the Operative Complaint (or which could have been alleged based on the facts pleaded in the Operative Complaint), and all PAGA claims alleged in Latisha Anderson's PAGA letter to the LWDA, which accrued during the PAGA Period. The release shall include all PAGA claims brought (or which could have been brought based on the facts pleaded) in *Sarah Baxley v. Barton*, Case No. 2:22-cv-01011 (C.D. Cal.) and *Jason Anderson v. Barton & SMS*, No. 22STCV05355 (L.A. Super.) and the PAGA letters sent to the LWDA by Sarah Baxley and Jason Anderson.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500 by the total number of PAGA Pay Periods worked by all PAGA Settlement Class Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Settlement Class Members.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant Barton's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant Barton's calculation of Workweeks and/or Pay Periods based on Defendant Barton's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Settlement Class Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Settlement Class Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Anderson v. Barton & Associates, Inc.*, Case No. 21STCV43314 and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for

verification purposes). You must make the request yourself and the request must be on behalf of yourself individually, not as or on behalf of a group, class, or subclass. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) court days before the calendared Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://ilymgroup.com/> or the Court's website <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. You must submit your objections in writing to the Administrator, by fax, email, or mail. Make sure you identify the Action *Anderson v. Barton & Associates, Inc.*, Case No. 21STCV43314, include your name, current address, telephone number, and approximate dates that you worked at the Pomona, California Border Crisis Covid-19 emergency response site, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in [REDACTED]

Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally

or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://ilymgrou.com/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to The County of Los Angeles Superior Court's website at <https://www.lacourt.org/>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV43314. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

JCL LAW FIRM, APC

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
F: 619-599-8291

ZAKAY LAW GROUP

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203

HARTOUNIAN LAW FIRM, P.C.

234 E. Colorado Blvd, Suite 800
Pasadena, CA 91101
T: 818-794-9675
F: 818-459-6997

Law Offices of Corbett H. Williams

24422 Avenida de la Carlota, Suite 370
Laguna Hills, CA 92653
T: 949-679-9909
F: 949-535-1031

Settlement Administrator:

ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781
T: 1-888-250-6810

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

EXHIBIT 3

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Anderson v. Barton Associates

Tuesday, September 27, 2022

Requesting Attorneys Name:	Shani Zakay
E-Mail:	shani@zakaylaw.com
ILYM Contact:	Sean Hartranft
E-Mail:	Sean@ilymgroup.com
Contact Number:	714.504.4242

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	367
Estimated Mail Returned as Undeliverable	20%
NCOA	Yes
Certified Spanish Translation	No
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$650.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	5	\$600.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	3	\$210.00
NCOA	Flat Rate	\$73.40	1	\$73.40
Toll Free Customer Service Representative	Flat Fee	\$115.00	1	\$115.00
ILYM Group Static Website, Includes Postage	Flat Fee	\$750.00	1	\$750.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$1,958.40

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice	Per Piece	\$1.50	367	\$550.50
USPS First Class Postage	Per Piece	\$0.60	367	\$220.20
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	73	\$146.80
Storage, Photocopies, Deliveries	Flat Fee	\$300.00	1	\$300.00

Subtotal \$1,217.50

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check, Stub & Release - Print & Mail (1099)	Per Check	\$1.50	367	\$550.50
USPS First Class Postage	Per Piece	\$0.60	367	\$220.20
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	37	\$73.40
Preparation of Taxes	Hourly	\$120.00	10	\$1,200.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$4,369.10

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	3	\$300.00
Project Manager Final Reporting	Hourly	\$120.00	3	\$360.00
Process Unclaimed Funds to State Controller's Office	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	3	\$375.00

Subtotal \$1,785.00

TOTAL CASE ESTIMATE: \$9,980.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 4

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$100 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego. She now sits on the Advisory Council with the Community Law Project.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010

- Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

CLASS ACTION & REPRESENTATIVE CASES

- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.

- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stetak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);

- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);