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Attorneys for Plaintiffs

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

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

Plaintiff,

vs.

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

Defendants.

Case No.: 21STCV43314

**DECLARATION OF CASSANDRA
POLITES OF ILYM GROUP, INC., IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

1
2 I, Cassandra Polites declare as follows:

3 1. I am a resident of the United States of America and am over the age of 18. I am a
4 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
5 settlement services provider who has been retained by the Parties’ Counsel and subsequently
6 appointed by the Court to serve as the Settlement Administrator for the above captioned matter. I
7 am authorized to make this declaration on behalf of ILYM Group and myself. I have personal
8 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently
9 to such facts.

10 2. ILYM Group has extensive experience in administering Class Action Settlements,
11 including direct mail services, database management, claims processing and settlement fund
12 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
13 Members.

14 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
15 appointed by the Court to provide notification services and settlement administration, pursuant to
16 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
17 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
18 *Notice of Class Action Settlement* (referred to as “Notice Packet”); (b) receiving and processing
19 requests for exclusion; (c) resolving Settlement Class Members’ disputes over the number of
20 workweeks Defendants have record of them working during the Class Period, which was pre-
21 printed on their individualized Class Notice; (d) calculating individual settlement award amounts;
22 (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by
23 the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax
24 forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement;
25 and (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group
26 to perform.

27 4. On February 16, 2023, ILYM Group received the class data file from Counsel for
28 Defendant, which contained the name, social security number, last known mailing address, and the

1 dates of employment for each Class Member. The data file was uploaded to our database and
2 checked for duplicates and other possible discrepancies. The Class List contained 358 individuals
3 who worked 3,744 work weeks.

4 5. As part of the preparation for mailing, all 358 names and addresses contained in the
5 Class List were processed against the National Change of Address (“NCOA”) database,
6 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
7 the mailing addresses of the Class Members before mailing of the Notice Packet. The NCOA
8 contains requested change of addresses filed with the USPS. To the extent that an updated address
9 was found in the NCOA database, the updated address was used for the mailing of the Notice
10 Packet. To the extent that no updated address was found in the NCOA database, the original
11 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

12 6. On March 2, 2023, the Notice Packet was mailed, via U.S First Class Mail, to all
13 358 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
14 copy of the mailed Notice Packet.

15 7. As of this date, a total of 18 Class Notices were returned to ILYM Group by the Post
16 Office, of which 2 had a forwarding address. For the 16 Class Notices without forwarding
17 addresses, ILYM Group performed an advance address search (i.e. skip trace) to locate an updated
18 address using Accurant. ILYM Group used the Class Member’s name and previous address to locate
19 an updated address. Through the advance address searches, ILYM Group was able to locate 8
20 updated addresses. Ultimately, there were 8 Class Notices that were undeliverable. Altogether,
21 ILYM Group re-mailed 10 Class Notices to either newfound addresses or forwarding address.

22 8. As of the date of this declaration, ILYM Group has received one request for
23 exclusion from Divia Smith. The deadline to request exclusion from the Settlement is May 2,
24 2023.

25 9. As of the date of this declaration, ILYM Group has not received any objections to
26 the Settlement. The deadline to file an objection to the Settlement is May 2, 2023.

27 10. The Net Settlement Fund available to Settlement Class Members is estimated to be
28 \$470,020.00 and was calculated by subtracting the requested attorneys’ fees (\$300,000.00), the

1 amount allocated for litigation costs and expenses (\$30,000.00), the requested Enhancement
2 Payment (\$40,000.00), the requested Settlement Administration Costs (\$9,980.00), the LWDA
3 Payment (\$37,500.00) and the PAGA Payment (\$12,500.00) from the Gross Settlement Amount
4 (\$900,000.00).

5 11. As of this date, there are 357 Class Members who did not submit timely and valid
6 Request for Exclusion and are therefore deemed to be Settlement Class Members. The Individual
7 Settlement Award is allocated on a *pro rata* basis using their work weeks worked.

8 12. The *highest* Individual Settlement Share to a Settlement Class Member is currently
9 estimated to be approximately \$3,406.86, the *average* Individual Settlement Share is currently
10 estimated to be approximately \$1,316.58 and, the *lowest* Individual Settlement Share is currently
11 estimated to be approximately \$126.18. These amounts are subject to employee-side tax and
12 withholdings.

13 13. Pursuant to the Agreement, 25% of the PAGA Payment (\$12,500.00) will be
14 allocated to Aggrieved Employees regardless of whether he or she opts out of the Class Settlement
15 (“Employee PAGA Amount”); Aggrieved Employees cannot opt out of the PAGA Settlement. The
16 Employee PAGA Amount is allocated on a *pro rata* basis using their PAGA work weeks.

17 14. The *highest* Individual PAGA Share to an Aggrieved Employee is currently
18 estimated to be approximately \$78.90, the *average* Individual PAGA Share is currently estimated
19 to be approximately \$34.92 and, the *lowest* Individual PAGA Share is currently estimated to be
20 approximately \$5.64.

21 15. ILYM Group’s total fees and costs for services in connection with the administration
22 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
23 costs for completion of the settlement administration, are \$9,980.00. ILYM Group’s work in
24 connection with this matter will continue with the calculation of the settlement award payments,
25 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
26 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
27 Group to perform.

28 //

1 I declare under penalty of perjury under the laws of the State of California and the United
2 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
3 was executed this 3rd day of April 2023, at Tustin, California.
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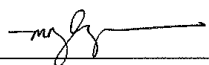

CASSANDRA POLITES

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 \$<<MERGED_ClassAward>> and your Individual PAGA Payment is estimated to be \$<<MERGED_PAGAAward>>**. 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 <<MERGED_ClassWW>> workweeks** during the Class Period and **you worked <<MERGED_PAGAPP>> 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 May 2, 2023	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 May 2, 2023	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.
You Can Participate in the <u>June 2, 2023</u>, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <u>June 2, 2023</u>. 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 May 2, 2023	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 May 2, 2023. 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 May 2, 2023, 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 May 2, 2023, 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 May 2, 2023, 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 May 2, 2023, 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 May 2, 2023.** 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 June 2, 2023, at 9:00 AM in 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://ilymgroup.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:

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ILYM Group, Inc.

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Email: claims@ilymgroup.com

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.