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Attorneys for Plaintiff

ERICA HARVITT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

ERICA HARVITT, an individual on behalf of)
herself and others similarly situated,

Plaintiff,

v.

JACKSON THERAPY PARTNERS, LLC;
and DOES 1 to 10 inclusive,

Defendant.

Case No.: C19-02080

(Assigned for all purposes to Hon. Edward G.
Weil)

JUDGMENT

JUDGMENT

1 WHEREAS, on June 9, 2021, the Court entered an order granting preliminary approval of
2 the class action settlement in this action ("Settlement") and conditionally certified, for purposes
3 of settlement only, a class consisting of: all non-exempt hourly healthcare professionals
4 employed by Jackson Therapy Partners, LLC ("JTP") to work one or more assignments in
5 California at any time from October 5, 2015 through June 9, 2021 who worked one or more
6 workweeks in which they were paid overtime and received a meal & incidental per diem,
7 housing allowance, and/or a monetary bonus other than a referral bonus (hereafter "Settlement
8 Class");
9

10 WHEREAS, following preliminary approval, notice of the Settlement was provided to
11 the Settlement Class and the Court received no objections to the Settlement;

12 WHEREAS, on October 14, 2021, the Court granted final approval of the Settlement;

13 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED a
14 follows:

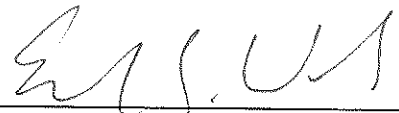
- 15 1. The Court enters Judgment in the amount of \$250,000 for the Settlement Class.
- 16 2. The Court awards attorneys' fees in the amount of \$83,333.33 and costs in the
17 amount of \$5,001.58;
- 18 3. The Court awards a representative enhancement to Plaintiff in the amount of
19 \$2,500;
- 20 4. The Court awards settlement administration fees and expenses to ILYM Group,
21 Inc. in the amount of \$12,000;
- 22 5. The Settlement and this Judgment shall be binding on all individuals falling
23 within the definition of the Settlement Class with the exception of only Wendy Sloan who timely
24 requested exclusion from the Settlement Class.
- 25 6. The Court orders that, contingent upon Defendant's payment in full of all
26 amounts required by the Settlement, the Settlement Class members and Plaintiff shall be deemed
27 to have released claims as provided in part III. G. of the Settlement.
28

1 7. Plaintiff, the Settlement Class, and any person or entity acting on their behalf, are
2 permanently barred and enjoined from filing, commencing, prosecuting, intervening in,
3 participating in (as class members or otherwise), or receiving any benefits or other relief from,
4 any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other
5 proceeding or order in any jurisdiction based on the claims released by this Judgment.

6 8. Checks issued to Settlement Class members pursuant to the Settlement shall
7 remain valid and negotiable for 180 days from their date of issuance and any uncashed check
8 shall thereafter be voided and those funds sent to the State of California Controller's Office of
9 Unclaimed Property for the benefit of the employee who failed to timely cash his or her
10 settlement payment.

11 IT IS SO ORDERED AND ADJUDGED.

12
13 DATED: October 22, 2021



HON. EDWARD G. WEIL
Judge of the Superior Court