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16 Attorneys for Plaintiff MAICHEL BENTTON,
17 individually and on behalf of all others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 MAICHEL BENTTON, individually and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 SEVITA HEALTH, formerly known as
18 Mentor Network, Inc.; MENTOR
19 MANAGEMENT, INC., a business form
20 unknown; THE MENTOR NETWORK, INC.,
21 a business form unknown; FIRST STEP
22 INDEPENDENT LIVING PROGRAM, INC,
23 a California Corporation; and DOES 1-50,
24 inclusive,

25 Defendants.

Case Nos. 22STCV06236 and 22STCV13818
ASSIGNED FOR ALL PURPOSES TO:
Hon. Elihu M. Berle
Dept. 6

**AMENDED [PROPOSED] ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 25, 2023
Time: 08:30 a.m.
Dept.: 6

1 **ORDER**

2 This matter came on for hearing on October 18, 2023, at 08:30 a.m. a.m. in Department 6 of
3 the above-captioned court on the Motion for Preliminary Approval of Class Action Settlement, upon
4 the terms and conditions set forth in the Stipulation of Settlement (hereinafter "Settlement
5 Agreement").

6 The Court, having fully reviewed the Motion for Preliminary Approval of Class Action
7 Settlement, the Memorandum of Points and Authorities and Declarations filed in support thereof,
8 the Settlement Agreement and its amendments, including the proposed Class Notice, and in
9 recognition of the Court's duty to make a preliminary determination as to the reasonableness of any
10 proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper
11 notice is provided to Settlement Class Members in accordance with due process requirements, and
12 to set a Final Approval Hearing to consider the proposed Settlement Agreement as to the good faith,
13 fairness, adequacy and reasonableness of any proposed settlement, and having heard the argument
14 of Counsel for the respective parties, the Court **HEREBY MAKES THE FOLLOWING**
15 **DETERMINATIONS AND ORDERS:**

16 It appears to the Court on a preliminary basis that the Maximum Settlement Amount is fair
17 and reasonable to the Class Members when balanced against the probable outcome of further
18 litigation relating to class certification, the liability and damages issues involved, and the potential
19 for appeals. It further appears that sufficient investigation, research, and litigation have been
20 conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective
21 positions. It further appears that the Settlement at this time will avoid substantial costs, delay and
22 risks that would be presented by the further prosecution of the litigation. It further appears that the
23 proposed Settlement has been reached as the result of intensive, serious and non-collusive
24 negotiations between the Parties. ACCORDINGLY, GOOD CAUSE APPEARING, THE
25 MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY
26 GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY
27 ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR
28 SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC BE

1 CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
2 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

3 The Court finds on a preliminary basis that the Settlement between Plaintiff and Defendants
4 appear to be within the range of reasonableness of a settlement which could ultimately be given final
5 approval by this Court. The Court preliminarily finds that the terms of the Settlement are fair,
6 reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

7 The Court notes that Defendants have agreed to a non-reversionary Maximum Settlement
8 Amount of \$1,042,500.00 to resolve Los Angeles County Superior Court Case Nos. 22STCV06236,
9 and 22STCV13818. Defendants will pay out the entirety of the Maximum Settlement Amount to
10 the Participating Class Members and PAGA Employees, less deductions for attorneys' fees and
11 costs, the service payment, reasonable expenses of the third-party Settlement Administrator, and the
12 LWDA for PAGA penalties.

13 The Court finds that the elements of numerosity, commonality, typicality and adequacy have
14 been established to support conditional certification of the Settlement Class for settlement purposes,
15 with Plaintiff acting as the Class Representative.

16 The Court hereby appoints, for settlement purposes, Plaintiff MAICHEL BENTTON as the
17 Class Representative and finds Plaintiff is an adequate representative for the Settlement Class for
18 settlement purposes. The Court further finds that James Hawkins APLC has preliminarily
19 established adequacy to be appointed as Class Counsel and appoints the firm as Class Counsel.

20 The Class as identified in the Settlement is provisionally certified by this Order.

21 The Court finds that the proposed manner of class notice is adequate.

22 The Court approves CPT Group, Inc., to serve as the Settlement Administrator.

23 The Court further hereby approves the proposed Notice of Class Action Settlement attached
24 hereto as **Exhibit A** and Orders to the notice to be mailed to the Settlement Class.

25 The Court finds that the Notice of Class Action Settlement constitutes the best notice
26 practicable under the circumstances, is in full compliance with the laws of the State of California
27 and, to the extent applicable, the United States Constitution and the requirements of due process.
28 The Court further finds that the Class Notice fully and accurately informs the Settlement Class of

1 all material elements of the proposed Settlement, of each Settlement Class Member's right to be
2 excluded from the Settlement Class, and each Settlement Class Member's right and opportunity to
3 object to the proposed Settlement. The Notice of Class Action Settlement adequately advises the
4 Class about: the Class Action; the terms of the proposed Settlement and the benefits available to
5 each Settlement Class Member; each Settlement Class Member's right to participate, submit an
6 exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing and procedures for
7 doing so; the temporary and conditional certification of the Settlement Class for settlement purposes
8 only; preliminary Court approval of the proposed Settlement; timing and procedures for distributing
9 the Gross Settlement and the Individual Settlement Payments to the Participating Class Members;
10 and the date of the Final Approval Hearing as well as the rights of the Settlement Class to file
11 documentation in support of or in opposition to and appear in connection with said hearing.

12 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
13 THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the
14 last known address of the Settlement Class, as specifically described within the Settlement
15 Agreement, constitutes an effective method of notifying Settlement Class Members of their rights
16 with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:

17 By November 15, 2023, Defendants shall provide the Settlement Administrator with the
18 Class Information for purposes of mailing the Class Notice. The Settlement Administrator shall
19 maintain the Class Information as private and confidential and shall not disclose such data to any
20 persons or entities other than Counsel for Defendants, except that, subject to Defendants' approval,
21 relevant information can be provided to Class Counsel if necessary for Class Counsel to respond to
22 inquiries or requests from Class Members. The Class Information is being supplied solely for
23 purposes of the administration of the Settlement set forth in this Agreement and cannot be used by
24 the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the
25 Class Information will not be used to solicit Class Members to file any claim, charge, or complaint
26 of any kind whatsoever against the Defendants and/or the Released Parties and will only be used to
27 administer the Settlement under the terms provided herein.

28 IT IS FURTHER ORDERED that by November 29, 2023, the Settlement Administrator will

1 mail copies of the Class Notice via regular First-Class U.S. Mail.

2 IT IS FURTHER ORDERED that, for any Class Notice returned to the Settlement
3 Administrator as undeliverable with no forwarding address, the Settlement Administrator shall
4 conduct an advanced skip trace to locate the most current address of the person to whom the Notice
5 was addressed within five (5) business days, and, if an updated mailing address is identified, shall
6 resend the Notice to any updated address within three (3) business days of obtaining the updated
7 address. Further, the Settlement Administrator shall promptly re-mail returned notices to the
8 forwarding address affixed thereto. Class Members who receive a re-mailed Class Notice shall have
9 fourteen (14) calendar days from the date of re-mailing to respond or until the Response Deadline
10 has expired, whichever is later.

11 IT IS FURTHER ORDERED that Class Members who disagree with the number of Pay
12 Periods stated on their Class Notice may provide documentation and/or a written explanation to the
13 Settlement Administrator to show contrary information by January 29, 2024. If there is a dispute,
14 the Settlement Administrator will consult with the Parties to determine whether an adjustment is
15 warranted. The Settlement Administrator shall determine a Class Member's eligibility for, and the
16 amounts of, any Individual Settlement Payment under the terms of this Agreement. The Settlement
17 Administrator's determination of the eligibility for and amount of any Individual Settlement
18 Payment will be binding upon the Class Members and the Parties. Defendants' records will be given
19 a rebuttable presumption of accuracy.

20 IT IS FURTHER ORDERED that any disputes not resolved by the Settlement Administrator
21 concerning the administration of the Settlement will be resolved by the Court under the laws of the
22 State of California. Prior to any such involvement of the Court, counsel for the Parties will confer
23 in good faith to attempt to resolve the dispute without involving the Court.

24 IT IS FURTHER ORDERED that individuals who fall within the definition of the Class may
25 choose to exclude themselves as Participating Class Members (but not as PAGA Aggrieved
26 Employees). The Class Notice shall state that Class Members who wish to exclude themselves from
27 such Settlement must submit a to exclude themselves that need not be in any particular form and
28 will be considered a valid request for exclusion so long as it communicates a clear desire by the

1 Settlement Class Member not to be included in the Settlement and/or Settlement Class, and identifies
2 his/her/their full name, address, telephone number, last four digits of the Social Security number,
3 along with his/her/their signature. No requests for exclusion shall be accepted if postmarked after
4 January 29, 2024. Class Members are responsible to maintain a photocopy of their request for
5 exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness
6 of a request for exclusion or whether a written communication constitutes a valid request that cannot
7 be resolved between the Parties shall be determined by the Court, whose determination shall be
8 final.

9 IT IS FURTHER ORDERED that every Class Member who does not validly and timely
10 exclude themselves shall be deemed a Participating Class Member. The Parties' counsel shall
11 receive a copy of all valid Requests for Exclusion from the Settlement Administrator within ten (10)
12 calendar days after the Response Deadline.

13 IT IS FURTHER ORDERED that the Class Notice shall state that Class Members who wish
14 to object to the Settlement (but not as a PAGA Aggrieved Employee) may do so in person at the
15 Final Approval Hearing and/or in writing. Any written objection ("Notice of Objection") must be
16 mailed to the Settlement Administrator by the Response Deadline. The date of mailing on the
17 envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely
18 received. Any Class Member who makes a timely request for exclusion has waived their right to
19 object. The Objecting Class Member shall inform the Court and the Parties in the objection of (1)
20 full name and current address of the Objecting Class Member; and (2) the specific reason(s) for the
21 objection; and (3) shall also provide any and all evidence and supporting papers (including, without
22 limitation, all briefs, written evidence, and declarations) to be considered by the Court. Any
23 Objecting Class Member who wishes to appear at the Final Approval Hearing and be heard orally
24 in support of, or in opposition to the class action settlement, must state so in the objection. Class
25 Members shall have no right to object to the PAGA release or PAGA Payment.

26 IT IS FURTHER ORDERED the Settlement Administrator shall file their report by February
27 16, 2024.

28 IT IS FURTHER ORDERED the Class Counsel shall file any response to objections by

1 February 16, 2024.

2 IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on February 29,
3 2024 at 10:00 a.m. in Department 6 of the above captioned Courthouse to consider the fairness,
4 adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order
5 Granting Preliminary Approval, and to consider the application of Class Counsel for an award of
6 attorneys' fees, costs, and class representative enhancement. The Court may continue the Final
7 Approval Hearing to another date at its discretion.

8 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
9 Final Approval and application for attorneys' fees and costs and class representative enhancement
10 shall be filed with this Court no later than December 29, 2023.

11 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an
12 Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason
13 whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this
14 Order and all evidence and proceedings had in connection therewith shall be without prejudice to
15 the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement
16 Agreement.

17 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
18 this matter except those contemplated herein and in the Settlement Agreement are stayed.

19 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
20 Hearing from time to time without further notice to the Class.

21 **IT IS SO ORDERED.**

22
23 Dated: _____, 2023

Honorable Elihu M. Berle

JUDGE OF THE SUPERIOR COURT

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EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MAICHEL BENTTON individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

SEVITA HEALTH, formerly known as Mentor
Network, Inc.; MENTOR MANAGEMENT, INC., a
business form unknown; THE MENTOR NETWORK,
INC., a business form unknown; FIRST STEP
INDEPENDENT LIVING PROGRAM, INC, a
California Corporation; and DOES 1-50, inclusive,

Defendants.

Case Nos. 22STCV06236 and 22STCV13818

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

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 an employee class action lawsuit and a California Private Attorneys General Act ("PAGA") lawsuit (collectively, the two lawsuits are referred to as the "Action") against Defendants First Step Independent Living Program, Inc. ("First Step") and Mentor Management, Inc.'s ("MMI") (collectively, "Defendants") for alleged wage and hour violations.

Plaintiff Maichel Bentton ("Plaintiff") filed the Action on behalf of herself and all current and former nonexempt employees employed by Defendants in their California facilities at any time from February 17, 2018 through July 8, 2023 (the "Class Period") (collectively referred to as "Class Members"). Plaintiff alleges Defendants failed to pay Class Members wages, failed to provide Class Members all required meal and rest periods, failed to provide Class Members with accurate and complete wage statements, failed to timely pay all wages during employment and at the time of separation of employment, failed to adequately reimburse Class Members for all business expenditures and, as a result of the foregoing alleged violations, engaged in unfair business practices. Plaintiff also alleges that Defendants are liable for civil penalties under PAGA as to all current and former nonexempt employees employed by Defendants in their California facilities at any time from February 17, 2021 through July 8, 2023 (the "PAGA Period") (collectively referred to as "Aggrieved Employees").

The proposed Settlement is a Class Action and PAGA Settlement requiring Defendants to fund Individual Class Payments and Individual PAGA Payments. Based on Defendants' records, and the Parties' current assumptions: (1) your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) based on an estimated [REDACTED] pay periods worked during the Class Period; and (2) your Individual PAGA payment is estimated to be \$ [REDACTED] based on an estimated [REDACTED] pay periods worked during the PAGA Period. The actual amount(s) you may receive likely will be different and will depend on a number of factors. The above estimates are based on Defendants' records showing the number of pay periods during the Class and PAGA Periods. If you believe that you worked more pay periods during these periods, 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 of the Settlement. Your legal rights are affected whether you act or do 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 Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants. If you worked for Defendants during the Class Period and/or the PAGA Period, 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, as applicable, an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert covered Class Period claims against Defendants. As an Aggrieved Employee, you will give up your right to assert covered PAGA Period claims against Defendants.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class settlement (opt-out), but not the PAGA settlement, by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing pursuant to this Notice. If you opt-out of the Class settlement, you will not receive an Individual Class Payment and will preserve your right to personally pursue Class Period claims against Defendants. However, all Aggrieved Employees, including those who opt out of the Class settlement, will be bound by the PAGA settlement.

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 (as applicable) an Individual PAGA Payment (as applicable). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims) and related PAGA claims (PAGA Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is January 29, 2024	If you do not 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. Even if you opt-out of the Class settlement, if you are an Aggrieved Employee you will be bound by the PAGA settlement.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by January 29, 2024	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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, 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 February 29, 2024 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on February 29, 2024 at 10:00 a.m. You do not 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 Pay periods Written Challenges Must be Submitted by January 29, 2024.	The amounts of your Individual Class Payment and Individual PAGA Payment depend on how many pay periods you worked at least one day during the Class Period and PAGA Period. The number Class Period and PAGA Period pay periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by January 29, 2024. See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former First Step employee. The Action accuses Defendants of violating California labor laws by failing to pay wages, failing to provide all required meal and rest periods, failing to provide accurate and complete wage statements, failing to timely pay all wages during employment and at the time of separation of employment, failing to adequately reimburse for all business expenditures and, as a result of the foregoing alleged violations, engaging in unfair business practices and subjecting Defendants to penalties under PAGA.

Defendants deny that they have done anything wrong. Defendants deny that they owe Plaintiff or the Class Members any wages, reimbursement, restitution, premiums, penalties, or other damages. Defendant contends it complies with all applicable laws. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, which expressly deny all liability.

The parties are represented by the following attorneys:

Attorneys for the Plaintiffs/Class Members: JAMES HAWKINS APLC James R. Hawkins james@jameshawkinsaplc.com Gregory Mauro greg@jameshawkinsaplc.com Michael Calvo michael@jameshawkinsaplc.com Ava Issary ava@jameshawkinsaplc.com 9880 Research Drive, Suite 200 Irvine, CA 92618 Tel: (949) 387-7200 Fax: (949) 387-6676 Jameshawkinsaplc.com	Attorneys for Defendant: DELFINO MADDEN O'MALLEY COYLE & KOEWLER LLP Daniel J. Coyle dcoyle@delfinomadden.com Shaye Schrick sschrick@delfinomadden.com Caroline M. Colangelo ccolangelo@delfinomadden.com 500 Capitol Mall, Suite 1550 Sacramento, California 95814 Tel: (916) 661-5700 Fax: (916) 661-5701 delfinomadden.com
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2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to 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, Plaintiff 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.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have 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. 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. Defendants Will Pay One Million Forty-Two Thousand Five Hundred Dollars and No Cents (\$1,042,500.00) as the Gross Settlement Amount (“Gross Settlement”). Defendants have 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, PAGA Payments (including Individual PAGA Payments to Aggrieved Employees and PAGA payments to the State), Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, and the Administrator’s expenses. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than ten (10) business days after the Judgment entered by the Court becomes 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, Plaintiff 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 Three Hundred and Forty-Seven Thousand Dollars and Zero Cents (\$347,500.00) to Class Counsel for attorneys’ fees and up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - a. Up to Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) as a Class Representative Award 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.
 - b. Up to Sixteen Thousand Dollars and Zero Cents (\$16,000.00) to the Administrator for services administering the Settlement.
 - c. Fifty Thousand Dollars and Zero Cents (\$50,000.00), which has been set aside by the parties for PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), will be payable to the California Labor & Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%), or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), will be payable to Aggrieved Employees as the “PAGA Amount.”

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

3. Net Settlement Amount 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 Amount” or “NSA”) by making Individual Class Payments to Participating Class Members based on their Class Period pay periods.
4. PAGA Amount Payable to Aggrieved Employees. In addition to the NSA, Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) of the Gross Settlement has been designated as the “PAGA Amount” as described above. The Administrator will distribute the PAGA Amount by making Individual PAGA Payments to Aggrieved Employees based on their PAGA Period pay periods.
5. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages (“Wage Portion”) and 75% to reimbursement, penalties, and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Class Members are responsible for the employee portion of payroll taxes they owe on the Wage Portion; Defendants will separately pay the employer portion of payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Plaintiff and Defendants are asking the Court to approve an allocation of 100% of each Individual PAGA Payment to penalties; the Administrator will report the Individual PAGA Payments on IRS 1099

Forms. Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Individual Class Payment and/or Individual PAGA Payment 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.

6. Need to Promptly Cash Payment Checks. The front of every check issued 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(s) are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
7. 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 **January 29, 2024**, 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 **January 29, 2024**, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments and will preserve their rights to personally pursue wage and hour claims against Defendants. Aggrieved Employees, including those who opt-out of the Class portion of the Settlement, will still be bound by the PAGA portion of the Settlement.
8. 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: Defendants will not pay any money and Class Members will not release any claims against Defendants.
9. Administrator. The Court has appointed a neutral company, CPT Group Class Action Administrators (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 pay periods, 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.
10. Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement, Class Members will be legally barred from asserting any of the claims released under the Settlement as follows:

Release of Participating Class Members: All Class Members who do not opt-out ("Participating Class Members") will fully release and discharge Defendants and all of their past and present parent companies, affiliates, controlling persons, subsidiaries, directors, officers, members, shareholders and investors, agents, attorneys, employees, and benefit plans sponsored by any such entities (collectively the "Released Parties") from all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations in the Actions, including claims for: (i) failure to pay wages including overtime; (ii) failure to provide meal periods; (iii) failure to authorize and permit rest periods; (iv) waiting time penalties; (v) failure to provide accurate itemized wage statements; (vi) failure to reimburse expenses; (vii) unlawful business practices; and (viii) declaratory relief that could have been premised on the claims, causes of action or legal theories pleaded in the Actions; and (x) all damages, penalties, interest, costs (including attorneys' and expert/consultants' fees) and other amounts recoverable under said claims or causes of action as to the facts and/or legal theories alleged in the Actions (collectively, the "Released Claims"). The period of the Release shall extend to the limits of the Class Period. The res judicata effect of the judgment will be the same as that of the Release.

Release of Aggrieved Employees: All Aggrieved Employees (regardless of whether they opt-out) will release all claims for civil penalties under PAGA arising during the PAGA Period (“the PAGA Released Claims”). The period of the Release shall extend to the limits of the PAGA Period. The res judicata effect of the judgment will be the same as that of the Release.

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 pay periods worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of pay periods worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the PAGA Amount by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by the number of pay periods worked by each individual Aggrieved Employee during the PAGA Period.
3. Pay period Challenges. The number of Pay periods you worked during the Class Period and/or PAGA Period, as recorded in Defendants’ records, are stated in the first page of this Notice. You have until **January 29, 2024** to challenge the number of pay periods. 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 Defendants’ calculation of pay periods based on Defendants’ 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 pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members and Aggrieved Employees) 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?

Participating Class Members and Aggrieved Employees. 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) and Aggrieved Employee. 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 *Maichel Bentton v. Sevita Health et al.*, Case No. No. 22STCV06236, and *Maichel Bentton v. Sevita Health et al.*, Case No. 22STCV13818, 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. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by **January 29, 2024**, 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 Plaintiff and Defendants are asking the Court to approve. By **December 29, 2023**, Class Counsel and/or Plaintiff 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://www.cptgroup.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, PAGA payments, 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 **January 29, 2024**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Maichel Bentton v. Sevita Health et al.*, Case No. No. 22STCV06236, and *Maichel Bentton v. Sevita Health et al.*, Case No. 22STCV13818, and include your name, current address, telephone number, and approximate dates of employment for Defendants 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 do not have to, attend the Final Approval Hearing on February 29, 2024 at 10:00 a.m. 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 is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.cptgroup.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 Plaintiff 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 CPT Group, Inc.'s website at <https://www.cptgroup.com/>. 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, *Maichel Bentton v. Sevita Health et al.*, Case No. No. 22STCV06236, and *Maichel Bentton v. Sevita Health et al.*, Case No. 22STCV13818. 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.

Attorneys for the Plaintiffs/Class Members: JAMES HAWKINS APLC James R. Hawkins james@jameshawkinsaplc.com Gregory Mauro greg@jameshawkinsaplc.com Michael Calvo michael@jameshawkinsaplc.com Ava Issary ava@jameshawkinsaplc.com 9880 Research Drive, Suite 200	Administrator: CPT GROUP Class Action Administrators, Inc. C/O <i>Maichel Bentton v. Sevita Health et al.</i> 50 Corporate Park, Irvine, CA 92606 800-542-0900 https://www.cptgroup.com/
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Irvine, CA 92618 Tel: (949) 387-7200 Fax: (949) 387-6676 Jameshawkinsaplc.com	
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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.

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On October 24, 2023, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Via electronic filing service provider- electronically transmitting the documents listed above to CaseAnywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court's Order Authorizing Electronic Service. The transmission(s) was reported as complete and without error to the addresses as stated on the service list below.

(Service List Attached)

Executed on October 24, 2023, at Irvine, California

PROOF OF SERVICE

1 DELFINO MADDEN O'MALLEY COYLE & KOEWLER LLP
2 DANIEL J. COYLE (Bar No. 119274)
3 SHAYE SCHRICK (Bar No. 238354)
4 CAROLINE M. COLANGELO (Bar No. 278071)
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6 500 Capitol Mall, Suite 1550
7 Sacramento, CA 95814
8 Telephone: (916) 661-5700
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10 dcoyle@delfinomadden.com
11 sschrick@delfinomadden.com
12 ccolangelo@delfinomadden.com
13 dfredrickson@delfinomadden.com

14 **Via LWDA Website Only**

15 Labor and Workforce Development Agency
16 Attn: PAGA Administrator
17 1515 Clay Street, Ste 801
18 Oakland, CA 94612
19 <http://www.dir.ca.gov/Private-Attorneys-General-Act>