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[additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

AMADU KAMARA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

CRESTWOOD BEHAVIORAL HEALTH,
INC., a Delaware corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 34-2020-00272635

[Assigned to Hon. David De Alba, Dept. 41]

**SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

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1 **SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS**

2 Plaintiffs Amadu Kamara and Sherri Anne Troutner (“Plaintiffs”), individually and in their
3 capacity as representatives of the State of California on behalf of other aggrieved employees, and
4 defendant Crestwood Behavioral Health, Inc. (“Defendant”), hereby enter into this Settlement
5 Agreement and Release of Private Attorneys General Act of 2004 Claims (“Settlement”) as follows:

6 **I. DEFINITIONS**

7 As used in this Settlement, the following terms shall have the following meanings:

8 1. “Action” shall mean the civil action entitled *Kamara v. Crestwood Behavioral Health,*
9 *Inc., et al.*, filed in the Superior Court for the County of Sacramento on or about January 3, 2020,
10 designated as Case No. 34-2020-00272635.

11 2. “Defendant” shall mean Defendant Crestwood Behavioral Health, Inc.

12 3. “Defense Counsel” shall mean Boutin Jones Inc.

13 4. “Effective Date” refers to the date upon which both of the following have occurred:
14 (i) approval of the Settlement is granted by the Superior Court of California for the County of
15 Sacramento, or other court assuming jurisdiction of this matter, and (ii) the Court’s Judgment approving
16 the Settlement becomes Final. If there is an appeal of the Court’s Judgment, the date the Judgment is
17 affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for
18 writ of certiorari to the California Supreme Court shall be the date the Settlement is Final. If there is an
19 intervenor, but no appeal is filed, the expiration date of the time for filing or noticing any appeal of the
20 Judgment shall be the date the Settlement if Final. If there is no intervenor in the action, the date the
21 Court enters an order approving this Settlement shall be the date the Settlement is Final.

22 5. “LWDA” refers to the California Labor & Workforce Development Agency.

23 6. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California
24 Labor Code Sections 2698 *et seq.*

25 7. “PAGA Period” shall mean September 13, 2018, through April 22, 2020.

26 8. “PAGA Settlement Members” shall mean all persons employed by Defendant as a non-
27 exempt employee in California at any time during the PAGA Period. For purposes of this Settlement
28 only, and not otherwise as an admission of any misconduct or wrongdoing by Defendant, Defendant and

1 Plaintiffs stipulate that all PAGA Settlement Members are aggrieved employees pursuant to PAGA.

2 9. "PAGA Fund" shall mean the Total Settlement Payment, less Plaintiffs' Counsel
3 Payment, Plaintiffs' Enhancement Awards, and the Settlement Administration Costs.

4 10. "Plaintiffs" refers to Amadu Kamara and Sherri Troutner individually and in their
5 capacity as representatives of the State of California on behalf of other aggrieved employees.

6 11. "Plaintiffs' Counsel" collectively refers to Moon & Yang, APC, Falakassa Law P.C., and
7 Bokhour Law Group, P.C.

8 12. "Parties" collectively refers to Plaintiffs and Defendant.

9 13. "Released Claims" shall mean any and all claims, whether known or unknown, to recover
10 civil penalties pursuant to PAGA for any alleged violations by Defendant of California Labor Code §§
11 201-203, 204, 225.5, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198,
12 1199, any category of violations identified in Labor Code § 2699.5, and the applicable IWC Wage Order
13 provisions, in the PAGA Period, including all claims for attorneys' fees and costs, which were asserted in
14 the Action or which could have been asserted in the Action based upon the facts pled therein or those
15 alleged in the LWDA Letters (as defined in section 16).

16 14. "Released Parties" shall mean defendant Crestwood Behavioral Health, Inc., and all of its
17 present and former affiliates, parent companies, subsidiaries, holding companies, divisions, successors,
18 predecessors, partners, shareholders, insurers, legal representatives, assigns, employees, officers,
19 directors, attorneys, and agents.

20 15. "Settlement Administrator" refers to a qualified, third-party settlement administrator
21 agreed to by the Parties to administer the terms of the Settlement. The Parties agree to utilize Phoenix
22 Settlement Administrators, Inc. to administer the Settlement, at an estimated cost of \$10,000.00.

23 **II. RECITALS**

24 16. On January 6, 2020, Plaintiff Kamara sent a letter to the LWDA on behalf of himself, in
25 compliance with California Labor Code section 2699.3. On December 30, 2019, Plaintiff Troutner sent a
26 letter to the LWDA on behalf of himself, in compliance with California Labor Code section 2699.3.
27 Plaintiffs seeks to represent themselves and all PAGA Settlement Members. The letters submitted to the
28 LWDA by the Plaintiffs are collectively referred to herein as the "LWDA Letters." More than 65 days

1 passed after LWDA letters were sent to the LWDA, and the LWDA has not indicated that it intends to
2 investigate the alleged violations referenced in the LWDA letters.

3 17. Counsel for all Parties have thoroughly investigated the facts relating to the claims
4 alleged in the operative complaint and have made a thorough study of the legal principles applicable to
5 the claims asserted against Defendant. The Parties also engaged in informal discovery and participated
6 in mediation with the Hon. Steven Vartabedian. Based on their investigation and evaluation of this case,
7 Plaintiffs' Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all
8 known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings
9 regarding liability, and numerous potential appellate issues.

10 18. Defendant denies, and continue to deny, each and every claim and contention alleged in
11 the Action, and has always maintained that it never engaged in any unlawful acts regarding any of the
12 matters alleged in the Action.

13 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set
14 forth, the Parties agree as follows:

15 **III. NON-ADMISSION OF LIABILITY**

16 19. Based on the factual and legal issues involved, the expense and time necessary to
17 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of
18 proof necessary to establish liability, and the relative benefits to the PAGA Settlement Members of an
19 expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Settlement
20 are fair, reasonable, adequate and in the best interests of the PAGA Settlement Members.

21 20. By entering into this Settlement, Defendant denies any liability for any of the claims in
22 the Action, as well as any other potential or unknown claims based on wage and hour violations under
23 state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor
24 any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission,
25 concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability
26 whatsoever. Defendant specifically denies that it has engaged in any unlawful or wrongful conduct
27 against Plaintiffs or the PAGA Settlement Members. Defendant specifically retains the right to defend,
28 on the merits, against any non-settled claims brought by any PAGA Settlement Members.

1 **IV. TERMS OF THE PAGA SETTLEMENT**

2 **A. The Total Settlement Payment**

3 21. Defendant shall pay a settlement payment in a total amount not to exceed \$585,000.00
4 (the "Total Settlement Payment"). The Total Settlement Payment shall include settlement administrative
5 fees and costs and the PAGA Fund. Defendant represents that there are approximately 97,500 pay
6 periods in the PAGA Period. In the event that the actual number of pay periods worked in the PAGA
7 Period exceeds 97,500, Defendant shall, at its option increase the Total Settlement Payment \$6.00 per
8 pay period to include such pay periods within this Agreement. In the event Crestwood declines to
9 increase the Total Settlement Payment, Plaintiffs and Defendants agree that the Agreement shall remain
10 binding as to 97,500 pay periods originally identified in the PAGA Period.

11 **B. Enhancement Awards To Named Plaintiffs**

12 22. Subject to Court approval, Defendant agrees to pay Plaintiffs enhancement awards of
13 Five Thousand Dollars (\$5,000.00) each for a total of Ten Thousand Dollars (\$10,000.00), to be paid
14 from the Total Settlement Payment, as an enhancement for their service as the PAGA representatives, in
15 addition to any payment they may otherwise receive as a PAGA Settlement Member ("Enhancement
16 Awards").

17 23. Defendant will not oppose Plaintiffs' request for the Enhancement Awards. Plaintiffs
18 will be responsible for correctly characterizing this compensation for tax purposes and for paying any
19 taxes owing on said amount. The Parties agree that a reduction by the Court of the requested
20 Enhancement Award is not a basis for rendering the entire Settlement voidable or unenforceable. Any
21 reductions by the Court of the Enhancement Award shall revert to the PAGA Fund.

22 **24. Release by Plaintiffs:**

23 In addition to the Released Claims, upon the date of entry of an order by the Court in this Action
24 approving this Settlement, Plaintiffs will generally release any and all claims against the Released
25 Parties. This general release of all claims includes any and all claims arising from the employment
26 relationship with the Released Parties, or the termination thereof, including, without limitation, any
27 claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims
28 of entitlement to any pay; claims of wrongful denial of insurance and employee benefits (except

workers' compensation benefits); claims for failure to hire, public policy violations, defamation, invasion of privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law or tort matters; claims of harassment, retaliation or discrimination based on age, race, color, religion, sex, national origin, ancestry, physical or mental disability, protected activity, medical condition, marital status, sexual preference, union activity, or veteran status; claims under Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans With Disabilities Act; Section 1981 of the Civil Rights Act of 1866; age discrimination under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act; the Family and Medical Leave Act; claims for unfair competition; claims based on legal restrictions on Defendant's right to terminate, not to hire or promote employees, or to change an employee's compensation; and claims based on any federal, state or other governmental statute, regulation or ordinance, all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, or any other claims arising under the Fair Labor Standards Act, California Labor Code, or Industrial Welfare Commission Wage Orders, or arising out of or based upon the following categories of allegations regardless of the forum in which they may be brought, to the fullest extent such claims are releasable by law: (i) all claims for unpaid overtime; (ii) all claims for unpaid wages; (iii) all claims for meal break violations; (iv) all claims for rest period violations; (v) all claims for paid sick leave violations; (vi) all claims for the failure to timely pay wages upon termination; (vii) all claims for the failure to timely pay wages during employment; (viii) all claims for wage statement violations; (ix) all claims for reporting time pay; and (x) all other penalties recoverable for such claims under PAGA, and the Employee Retirement Income Security Act ("ERISA").

For the purpose of implementing a full and complete release and discharge of the Released Parties, Plaintiffs expressly acknowledge that the release in this Paragraph is intended to include in its effect, without limitation, all claims they did not know or suspect at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Settlement is also for the release of those claims and contemplates the extinguishment of any such

claims. In furtherance of this Settlement, Plaintiffs expressly waive all rights provided by California Civil Code section 1542, or other similar statutes that Plaintiffs may have against any of the Released Parties. Section 1542 states:

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 general release and waiver of rights under California Civil Code Section 1542 shall include any and all claims based on conduct or omissions that occurred at any time prior to the date of entry of an order by the Court in this Action approving this Settlement.

C. Plaintiffs' Counsel Payment of Attorneys' Fees and Costs

25. Plaintiffs' Counsel will apply to the Court for an award of attorneys' fees not to exceed forty percent (40%) of the Total Settlement Payment, and Plaintiffs' Counsel will also seek reimbursement of reasonable litigation costs (attorneys' fees and reasonable litigation costs are referred to as "Plaintiffs' Counsel Payment"). Attorneys' fees shall not exceed forty percent (40%) of the Total Settlement Payment, and costs are estimated not to exceed \$20,000.

26. Defendant will not oppose or object to Plaintiffs' Counsels' application for attorneys' fees, not to exceed forty percent (40%) of the Total Settlement Payment plus all documented and reasonable litigation costs and expenses.

27. In the event that the Court does not approve an award of attorneys' fees equal to the requested amount, or the Court alters the payment methodology described herein, Plaintiffs' Counsel agrees not to seek additional review of the Court's decision regarding attorneys' fees, and this Settlement will be enforceable.

28. Plaintiffs' Counsel Payment shall be paid from the Total Settlement Payment. Any reductions by the Court of Plaintiffs' Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund.

D. Settlement Administration Fees and Costs

29. Settlement administration shall be done by a qualified, third-party settlement administrator agreed to by the Parties and approved by the Court ("Settlement Administrator"). The

Parties agree that the Settlement Administrative Costs shall be paid from the Total Settlement Payment. This includes all fees and costs for postage, envelopes, and computer searches to locate addresses; and expenses of the Settlement Administrator to implement and complete the settlement process according to the terms of this Settlement, to calculate payments to individual PAGA Settlement Members, any cost associated with the escheatment process for any uncashed or undeliverable settlement checks, to prepare any necessary tax documents for PAGA Settlement Members, and any other related fees and costs (the "Settlement Administrative Costs").

30. The settlement administration fees and costs shall be paid from the Total Settlement Payment. Any reductions by the Court or any unused amount shall revert to the PAGA Fund.

E. PAGA Fund

31. After deducting the Plaintiffs' Counsel Payment, Plaintiffs' Enhancement Awards, and Settlement Administration Costs, the remainder of the Total Settlement Payment shall be allocated toward payment to the Labor & Workforce Development Agency and PAGA Settlement Members (the "PAGA Fund").

32. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members, based on his or her proportionate share of the pay periods worked during the PAGA Period.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Total Settlement Payment

33. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks and withholdings required under law based on information that will be confidentially furnished by Defendant. There are no payroll deductions to be calculated under this Settlement, since no part of the Settlement will be classified as wages.

34. Within five (5) business days after the Effective Date, Defendant shall deposit the Total Settlement Payment with the Settlement Administrator.

B. Formula for Calculating Share of PAGA Fund

35. The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be determined based on the following formula:

- (a) The payment to PAGA Settlement Members will be based on the number of pay periods worked by each PAGA Settlement Member during the PAGA Period.
- (b) The amount to be paid per pay period worked by a PAGA Settlement Member will be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA Settlement Members by the total number of pay periods worked by all PAGA Settlement Members during the PAGA Period.
- (c) Defendant's records shall be determinative for purposes of calculating the number of pay periods worked and any payments to PAGA Settlement Members.

C. Distribution of PAGA Fund

36. Defendant shall provide the Settlement Administrator with a list of the names, addresses, and social security numbers of the PAGA Settlement Members, to be furnished within five (5) days after the Court issues an Order approving the Settlement. The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

37. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA Fund, or as otherwise directed by the Court.

38. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court.

39. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall distribute to the Plaintiffs' Enhancement Awards.

40. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement

1 Administrator shall distribute to the Plaintiffs' Counsel their court-approved Plaintiffs' Counsel Payment
2 and approved litigation costs, either via wire transfer payment or check, as specified by Plaintiffs'
3 Counsel.

4 41. The Settlement Administrator will send the Individual Payment to the PAGA Settlement
5 Members by postmarked First Class U.S. Mail, together with the Notice of PAGA Settlement (attached
6 hereto as Exhibit "A."

7 42. To provide the best notice and delivery of Individual Payments practicable, any
8 Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by post-
9 marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address
10 is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator
11 shall use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the
12 Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and
13 will then mail the Individual Payment to the address identified by the best available technology
14 accessible to the Settlement Administrator or other mutually agreeable method. If no current address is
15 located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA
16 Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator,
17 the Individual Payment for that individual will be deemed undeliverable.

18 43. The Settlement Administrator shall maintain a list of the postmark date for the original
19 mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any
20 subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who
21 did not receive the Individual Payment due to the inability to locate a valid address using the procedures
22 described herein or who otherwise could not be located within two attempts at mailing.

23 44. All settlement checks will remain valid and negotiable for 180 days from the date of their
24 mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement
25 Administrator, any uncashed checks will be void and escheat to the California State Controller's Office
26 in the name of the PAGA Settlement Member who did not cash his or her check.

27 45. No later than January 31 of the year following payment of their individual portion of the
28 PAGA Fund, the Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement

Members who received a payment.

D. Settlement Administration Payment

46. Within fourteen (14) days after the Effective Date, the Settlement Administrator shall deduct an amount equivalent to the Settlement Administrative Costs.

VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS

A. Claims Released by the LWDA and All PAGA Settlement Members

47. Upon the date of entry of an order by the Court in this Action approving this Settlement, the LWDA and PAGA Settlement Members, including Plaintiffs, fully release and forever discharge the Released Parties from any and all Released Claims. As a result of this release, the PAGA Settlement Members will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

B. Tax Treatment and Tax Indemnification

48. PAGA Settlement Members will assume any tax obligations or consequences which may arise from this Settlement. PAGA Settlement Members release any and all claims that they have or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Settlement Members for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties, each PAGA Settlement Member shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator. The PAGA Settlement Members shall not contact Defendant, any of the Released Parties, or Defense Counsel.

1 **VII. MISCELLANEOUS PROVISIONS**

2 **A. Amendment to Complaint/Dismissal of Related Matter**

3 49. As part of the Settlement, the Parties will enter into a stipulation to permit the filing of an
4 amended complaint whereby Sherri Troutner will be added as a plaintiff in this action, and the offices of
5 Falakassa Law, P.C. and Bokhour Law Group, P.C. will be associated as counsel.

6 50. As a further part of the Settlement, and concurrently with the filing of the motion to
7 approve this settlement, Plaintiff Kamara, will file a request for dismissal of class and individual claims
8 in this Action.

9 51. As further part of the Settlement, Plaintiff Sherri Troutner will dismiss the matter of
10 *Troutner v. Crestwood Behavioral Health, Inc.*, Solano County Superior Court Case No. FCS054156
11 (the "Related Matter"). In the event the Court does not enter dismissal of the Related Matter, the Parties
12 agree to fully cooperate with each other to transfer venue of the Related Matter to Sacramento County
13 Superior Court and consolidate the Related Matter with the Action.

14 **B. Mutual Full Cooperation**

15 52. Plaintiffs and Defendant, Plaintiffs' Counsel, and Defense Counsel agree to fully
16 cooperate with each other to accomplish the terms of this Settlement, including, but not limited to,
17 execution of such documents and to take such other action as may reasonably be necessary to implement
18 the terms herein. The Parties agree to use their best efforts and any other efforts that may become
19 necessary by Order of the Court, or otherwise, to effectuate this Settlement.

20 53. Concurrently with the submission of this Agreement to the Court, Plaintiffs shall submit
21 it to the LWDA as required by PAGA. Court's entry of Judgment approving payment of the Total
22 Settlement Payment as described in this Agreement shall be transmitted to the LWDA promptly upon
23 entry, as required by PAGA. Should the Court not grant approval of the payment of the Total Settlement
24 Payment as described in this Agreement or decline to enter Judgment, this Agreement shall be null and
25 void and have no further effect.

26 **C. Parties' Authority**

27 54. The signatories hereto represent that they are fully authorized to enter into this
28 Settlement.

1 **D. Binding Nature of the Settlement**

2 55. This Settlement shall be binding upon, and inure to the benefit of, the successors or
3 assigns of the Released Parties. Plaintiffs represent, covenant, and warrant that they have not directly or
4 indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights
5 released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiffs
6 and the PAGA Settlement Members.

7 56. This Settlement may be amended or modified only by a written instrument. No rights
8 under this Settlement may be waived except in writing.

9 57. This Settlement constitutes the entire agreement between Plaintiffs and Defendant
10 relating to the terms contained herein. All prior or contemporaneous agreements, understandings and
11 statements, whether oral or written, whether express or implied, and whether by a party or its counsel,
12 concerning this Settlement are merged herein. No oral or written representations, warranties or
13 inducements have been made to any party concerning this Settlement or its exhibits other than the
14 representations, warranties and covenants contained and memorialized in such documents.

15 58. In the event that this Agreement is cancelled, rescinded, terminated, voided, or nullified,
16 however that may occur, or the settlement is barred by operation of law, invalidated, or ordered not to be
17 carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the
18 Total Settlement Payment and the Parties' respective positions shall be restored to positions prior to
19 mediation.

20 59. Paragraph titles or captions contained herein are inserted as a matter of convenience and
21 for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its
22 provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

23 **E. Joint Drafting of Settlement Documents**

24 60. Plaintiffs' Counsel and Defense Counsel have arrived at this Settlement as a result of a
25 series of arm's-length negotiations, taking into account all relevant factors, present and potential.

26 61. This Settlement has been drafted jointly by Plaintiffs' Counsel and Defense Counsel and,
27 therefore, in any construction or interpretation of this Settlement, the same shall not be construed against
28 any of the Parties.

1 **F. Execution of the Settlement**

2 62. This Settlement may be executed in one or more counterparts and by facsimile. All
3 executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall
4 be as legally binding and enforceable as the original.

5 **G. Representations by Plaintiffs**

6 63. Plaintiffs acknowledge the following:

- 7 (a) Plaintiffs have carefully read and fully understand all of the provisions of this
8 Settlement;
- 9 (b) Plaintiffs knowingly and voluntarily agree to all of the terms set forth in this
10 Settlement and have not been coerced, threatened, or intimidated into executing
11 this Settlement;
- 12 (c) Plaintiffs were advised, and hereby are advised in writing, to consider the terms
13 of this Settlement and consult with their attorneys before signing this Settlement.
- 14 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
15 Plaintiffs acknowledge that all parties shall bear their own fees and costs through
16 the conclusion of this action.

17 **H. Representations by Defendant**

18 64. Defendant acknowledge the following:

- 19 (a) Released Parties have carefully read and fully understand all of the provisions of
20 this Settlement;
- 21 (b) Released Parties knowingly and voluntarily agree to all of the terms set forth in
22 this Settlement and have not been coerced, threatened, or intimidated into
23 executing this Settlement;
- 24 (c) Released Parties were advised, and hereby are advised in writing, to consider the
25 terms of this Settlement and consult with their attorney before signing this
26 Settlement.
- 27 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
28 Released Parties acknowledge that all parties shall bear their own fees and costs

through the conclusion of this action.

AGREED TO BY PLAINTIFFS:

DATED: July 13, 2020

AMADU KAMARA, individually and on behalf of
other aggrieved employees

DocuSigned by:

AMADU KAMARA

F9F6A46A03B2450...

DATED: July __, 2020

SHERRI TROUTNER, individually and on behalf of
other aggrieved employees

AGREED TO BY DEFENDANT:

DATED: July __, 2020

CRESTWOOD BEHAVIORAL HEALTH, INC.

Title

AGREED TO BY PLAINTIFFS' COUNSEL:

MOON & YANG, APC

DATED: July __, 2020

FALAKASSA LAW, P.C.

DATED: July __, 2020

BOKHOUR LAW GROUP, P.C.

DATED: July __, 2020

through the conclusion of this action.

AGREED TO BY PLAINTIFFS:

DATED: July __, 2020

AMADU KAMARA, individually and on behalf of
other aggrieved employees

DATED: July __, 2020

SHERRI TROUTNER, individually and on behalf of
other aggrieved employees

AGREED TO BY DEFENDANT:

DATED: July __, 2020

CRESTWOOD BEHAVIORAL HEALTH, INC.

Title

AGREED TO BY PLAINTIFFS' COUNSEL:

MOON & YANG, APC

DATED: July 13, 2020

DocuSigned by:

Allen Feghali

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FALAKASSA LAW, P.C.

DATED: July 13, 2020

DocuSigned by:

Joshua Falakassa

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BOKHOUR LAW GROUP, P.C.

DATED: July 13, 2020

DocuSigned by:

Mehrdad Bokhour

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through the conclusion of this action.

AGREED TO BY PLAINTIFFS:

DATED: July __, 2020

AMADU KAMARA, individually and on behalf of
other aggrieved employees

DATED: July __, 2020

SHERRI TROUTNER, individually and on behalf of
other aggrieved employees

AGREED TO BY DEFENDANT:

DATED: July 14, 2020

CRESTWOOD BEHAVIORAL HEALTH, INC.



Senior Director of Human Resources & Labor Affairs
Title

AGREED TO BY PLAINTIFFS' COUNSEL:

MOON & YANG, APC

DATED: July __, 2020

FALAKASSA LAW, P.C.

DATED: July __, 2020

BOKHOUR LAW GROUP, P.C.

DATED: July __, 2020

1 AGREED TO BY DEFENDANT'S COUNSEL:
2

3 **BOUTIN JONES, INC.**

4 DATED: July 14, 2020
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6 Kimberly A. Lucia
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1 **EXHIBIT A**

2 **NOTICE OF SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIM**
3 **(CAL. LABOR CODE § 2698 ET SEQ.)**

4 You have been identified as a California nonexempt employee of Crestwood Behavioral
5 Health, Inc. (“Defendant”) between September 13, 2018, through April 22, 2020 (“Aggrieved
6 Employee”).

7 Plaintiffs Amadu Kamara and Sheri Troutner (“Plaintiffs”) commenced a lawsuit in
8 Sacramento Superior Court, Case No. 34-2020-00272635 against Defendant (the “Lawsuit”)
9 seeking to recover penalties on behalf of themselves and all other Aggrieved Employees
10 pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at
11 Labor Code § 2698 *et seq.* (“PAGA”), for alleged violations of the California Labor Code and
12 applicable Industrial Wage Order.

13 Defendant denied Plaintiffs’ allegations and disputed all of Plaintiffs’ claims. The
14 Lawsuit was litigated and following an investigation and a mediation before a third-party
15 mediator, the Parties reached a settlement which takes into account the uncertainties and risks
16 of proceeding with litigation.

17 The Court approved the settlement on _____ and has determined that the
18 settlement is fair and reasonable. The payment which accompanies this notice is made to you
19 pursuant to the terms of the Settlement. Your portion of the Settlement was calculated as a pro
20 rata share based upon the number of pay periods you worked during the time period of
21 September 13, 2018, through April 22, 2020. The allocation is non-appealable.

22 The Court-approved settlement contains the following release of claims, to which you
23 are bound:

24 Upon the date of entry of an order by the Court in this Action approving this Settlement LWDA
25 and PAGA Settlement Members, including Plaintiffs, fully release and forever discharge the
26 Released Parties from any and all Released Claims. As a result of this release, the PAGA
27 Settlement Members will be unable to bring a claim under, or recover in any other claim brought
28 under, the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for

any violations of the Released Claims that took place during the PAGA Period. “Released Claims” shall mean any and all claims, whether known or unknown, to recover civil penalties pursuant to PAGA for any alleged violations by Defendant of California Labor Code §§ 201-203, 204, 225.5, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, any category of violations identified in Labor Code § 2699.5, and the applicable IWC Wage Order provisions, in the PAGA Period, including all claims for attorneys’ fees and costs, which were asserted in the Action or which could have been asserted in the Action based upon the facts pled therein or those alleged in the LWDA Letters filed by the Plaintiffs. “Released Parties” shall mean defendant Crestwood Behavioral Health, Inc., and all of its present and former affiliates, parent companies, subsidiaries, holding companies, divisions, successors, predecessors, partners, shareholders, insurers, legal representatives, assigns, employees, officers, directors, attorneys, and agents.

If you have any questions, you may contact either counsel for Defendant or counsel for Plaintiffs as follows:

Counsel for Plaintiffs

Kane Moon/Allen Feghali
Moon & Yang, APC
(213) 232-3128

Counsel for Defendant

Bruce M. Timm/Kimberly A. Lucia
Boutin Jones Inc.
(916) 321-4444