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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ANGELES

CARRIE PRODROMIDES, an individual,

Plaintiff,

vs.

SHORELINE TREATMENT CENTER, INC., a
California Corporation; RACHEL LEVI, an
individual, and DOES 1 through 50, inclusive,

Defendants.

CLASS ACTION

Case No: 20STCV47287

Hon. Stuart Rice

Dept. 1

**DECLARATION OF JEREMY TALAVERA
ON BEHALF OF CPT GROUP, INC, RE:
PLAINTIFF CARRIE PRODROMIDES'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: June 7, 2024

Time: 10:30 a.m.

Dept.: 1

Complaint Filed: December 10, 2020

Initial Trial Date: None

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1. I am a Case Manager for CPT Group, Inc. (“CPT”). I have personal knowledge of the facts stated herein, and, if called upon to testify, I could and would testify competently to such facts.
2. CPT has extensive experience in providing notice of class actions and administering class action settlements. In the past 30 years, we have provided notification and/or claims administration services in hundreds of class action cases.
3. Pursuant to the Stipulation of Class Action Settlement and the Court’s Amended Preliminary Approval Order of December 28, 2023, for this matter, CPT is responsible for translating, printing and mailing the *Notice of Class Action Settlement* (herein referred to as “Notice Packet”), using the National Change of Address (NCOA) search and Skip Trace to obtain updated and forwarding addresses, resolving any disputes received from Class Members, drafting and mailing the settlement payments to participating Class Members, issuing IRS W2 and 1099 forms accordingly, and performing such other tasks as set forth in the Stipulation of Class Action Settlement or as the Parties mutually agree or that the Court orders.
4. CPT received the Court-approved text for the Notice Packet from Counsel on November 14, 2023.
5. On November 29, 2023, CPT received a class data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and number of Class Workweeks and PAGA Pay Periods. The finalized class list contained 188 Class Members.
6. On December 14, 2023, CPT conducted a National Change of Address (NCOA) search in an attempt to update the class list of addresses as accurately as possible, for all Settlement Class Members. A search of this database provides updated addresses for any individual who moved in the previous four years and notified the U.S. Postal Service of a change of address. As a result of the NCOA, CPT was able to locate 36 updated addresses.
7. On December 28, 2023, CPT received the Court’s Amended Preliminary Approval Order approving a revised *Notice of Class Action Settlement* (“Revised Class Notice”) to be used for the Notice

1 Packet.

2 8. CPT finalized a 9-page Notice Packet using the Revised Class Notice. CPT received
3 written approval from all parties and a sufficient number of Notice Packets were printed to mail to all
4 Class Members. A true and correct copy of the Notice Packet is attached hereto as Exhibit A.

5 9. The Notice Packets were enclosed in envelopes with the names and known addresses
6 printed on them. On January 5, 2024, the Notice Packets were mailed via U.S. first class mail to all Class
7 Members.

8 10. As of the date of this declaration, 12 Notice Packets have been returned to our office by
9 the Post Office, none of which included a forwarding address. CPT performed a Skip Trace on all
10 returned mail with no forwarding addresses in an effort to locate a better address using Accurant, one of
11 the most comprehensive address databases available. It utilizes hundreds of different databases supplied
12 by credit reporting agencies, public records and a variety of other national databases.

13 11. As a result of either skip trace, forwarding address provided from the Post Office, or
14 request from counsel or the Class Member themselves, a total of 10 Notice Packets have been re-mailed
15 to date. As of this date, there are ultimately 3 Notice Packets undeliverable with no forwarding address,
16 where no new address could be found through skip trace.

17 12. Class Members had until March 5, 2024, to submit objections, disputes and/or requests
18 for exclusion.

19 13. As of the date of this declaration, CPT has not received any written objections to the
20 settlement from Class Members.

21 14. As of the date of this declaration, CPT received 3 disputes from Class Members regarding
22 their workweeks.

23 15. As of the date of this declaration, CPT has not received any written requests for
24 exclusions.

25 16. As of the date of this declaration, CPT reports that a total of 188 participating Class
26 Members are part of this class action settlement, representing a 100% participation rate.

27 17. As of the date of this declaration, the total amount to be distributed to participating Class
28 Members is calculated to be \$242,835.00. The average payment from the Settlement Fund to each

1 participating Class Member within the Non-Release Benefits Subclass is estimated at \$2,100.79, with the
2 highest payment estimated at \$13,968.14. The average payment from the Settlement Fund to each
3 participating Class Member within the Release Benefits Subclass is estimated at \$45.20, with the highest
4 payment estimated at \$100.00, which, after taking into account the Release Benefit Payments made to the
5 members within the Release Benefits Subclass, results in an average overall recovery for each
6 participating Class Member within the Release Benefit Subclass estimated at \$2,099.20, with the highest
7 overall recovery estimated at \$9,637.64.¹

8 18. As of the date of this declaration, CPT reports that a total of 160 participating PAGA
9 Class Members are part of the PAGA. As of the date of this declaration, the total amount to be distributed
10 to participating PAGA Class Members is calculated to be \$6,250.00. The average payment to each
11 participating PAGA Class Member is estimated at \$33.25. The highest payment to a participating PAGA
12 Class Member is estimated at \$249.28.

13 19. CPT will charge a total of \$13,000.00 in costs associated with the administration of the
14 Settlement. This includes all costs incurred to date, as well as estimated costs involved in completing the
15 Settlement.

16 I declare under penalty of perjury under the laws of the State of California that the foregoing is
17 true and correct. Executed this 14th of May, 2024, at Irvine, California.

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JEREMY TALAVERA

¹ The estimate average and highest payments, and the estimate average and highest overall recoveries, for the Release Benefits Subclass exclude two outlier individuals (out of 75 individuals) who each received disproportionately large Release Benefit Payment amounts.

EXHIBIT A

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

Carrie Prodromides v. Shoreline Treatment Center, Inc., et. al.
Los Angeles County Superior Court Case No. 20STCV47287

**The Superior Court For The State Of California Has Authorized This Notice.
Read It Carefully! You Are Not Being Sued. This Notice Is Not Junk Mail, Spam, An Advertisement, Or
Solicitation By A Lawyer.**

You are entitled to receive money from settlement arising from an employee class action lawsuit (the “Action”) against Defendants Shoreline Treatment Center, LLC; Rachel Levi; and Odyssey Behavioral Healthcare, LLC (collectively, “Defendants”) for alleged wage and hour violations. The Action was filed by a former employee of one or more of the Defendants, Plaintiff Carrie Prodromides (“Plaintiff”), and seeks payment of (1) back wages for non-exempt hourly employees (“Class Members”) who worked for Defendants at any Shoreline Treatment Center facility in California during the “Class Period” of December 10, 2016, to March 10, 2023; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who worked for Defendants at any Shoreline Treatment Center facility in California during the PAGA Period from May 29, 2019, to March 10, 2023 (“Aggrieved Employees”).

The proposed settlement has two main parts: (1) a “Class Settlement” requiring Defendants to fund “Individual Class Payments,” and (2) a “PAGA Settlement” requiring Defendants to fund “Individual PAGA Payments” and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). The Class Settlement and the PAGA Settlement are jointly referred to herein as the “Settlement.”

Your Individual Class Payment is estimated to be «ClassEstAmount» (less withholdings) and your Individual PAGA Payment is estimated to be «PAGAestAmount». The actual amount you may receive will likely be different and will depend on a number of factors, which is explained in more detail in Section 5(E) of this Notice. The above estimates are based on Defendants’ records that show you worked «ClassWorkWeeks» **workweeks** during the Class Period and «PAGAPeriods» **pay periods** during the PAGA Period. If you did not work during the PAGA Period, you will not receive an Individual PAGA Payment.

While the Court has preliminarily approved the Proposed Settlement, it has not yet decided whether to grant final approval of the settlement. **A final approval hearing (“Final Approval Hearing”) regarding the Proposed Settlement of this class action will be held on June 7, 2024, at 10:30 a.m. at the Los Angeles County Superior Court of the State of California, Department 1 located at 312 North Spring Street, Los Angeles, CA 90012.** The hearing will be held to determine whether the Proposed Settlement is fair, reasonable, and adequate.

Read this Notice carefully. Your legal rights are affected whether you act or not. 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 in the exchange for the settlement.

If you worked for any of the 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 Settlement to 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 wage claims arising during the Class Period 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 wage claims arising during the Class Period against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	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 wage claims against Defendants that are covered by this Settlement (Released Claims). See Section 5(F) of this Notice.
YOU CAN OPT OUT OF THE CLASS ACTION SETTLEMENT BUT NOT THE PAGA SETTLEMENT THE OPT-OUT DEADLINE IS MARCH 5, 2024	If you do not want to fully participate in the Settlement and wish to fully retain your rights to pursue the non-PAGA Labor Code claims at issue in the Action, you can opt-out of the Class Settlement by sending the Administrator (defined in Section 5(B), below) a written Request for Exclusion (defined in Section 6(D), below). Once excluded, you will be a “Non-Participating Class Member” who is no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the Settlement. If you opt-out of the Class Settlement, your share of the non-PAGA Settlement proceeds may be divided up amongst the Participating Class Members. See Section 6(D) of this Notice. If you are an Aggrieved Employee, you legally cannot opt-out of the PAGA Settlement. Defendants must pay the Individual PAGA Payments to all Aggrieved Employees and all Aggrieved Employees must give up their rights to pursue PAGA claims during the Class Period.
PARTICIPATING CLASS MEMBERS CAN OBJECT TO THE CLASS SETTLEMENT BUT NOT THE PAGA SETTLEMENT WRITTEN OBJECTIONS MUST BE SUBMITTED BY MARCH 5, 2024	Any Participating Class Members may object to the any aspect of the Class Settlement. The Court’s decision whether to grant final approval of the Settlement will include a determination of how much will be paid to Plaintiff and to Class Counsel who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Plaintiff or Class Counsel, but every dollar paid to them reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Plaintiff and/or Class Counsel if you think they are unreasonable. See Section 6(C) of this Notice.
YOU CAN PARTICIPATE IN THE FINAL APPROVAL HEARING, SCHEDULED FOR <u>JUNE 7, 2024, AT 10:30 A.M.</u>	The Court’s Final Approval Hearing is scheduled to take place on June 7, 2024, at 10:30 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 6(C) of this Notice.
YOU CAN CHALLENGE THE CALCULATION OF YOUR WORKWEEKS/PAY PERIODS WRITTEN CHALLENGES MUST BE SUBMITTED BY MARCH 5, 2024	The amounts of your Individual Class Payment and Individual 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 of workweeks in the Class Period and the number of pay periods in the PAGA Period you worked according to Defendants’ records is stated on the first page and Section 5(E) of this Notice. If you disagree with either of these numbers, you must challenge it by March 5, 2024. See Section 6(B) of this Notice. Any dispute as to the number of workweeks and/or pay periods must be in writing. The Administrator will investigate and determine if the dispute appears to be valid. Defendants’ records will be presumed accurate so you must include proof substantiating your dispute.

1. WHAT IS THE PURPOSE OF THIS NOTICE?

Plaintiff and Defendants have reached a settlement of a class action involving non-exempt employees who worked for Defendants at any Shoreline Treatment Center facility in California at any time between December 10, 2016, to March 10, 2023. Defendants' records indicate that you are a Class Member covered by this settlement. Judge Stuart M. Rice of the Los Angeles County Superior Court of the State of California is overseeing the class action. The lawsuit is known as *Carrie Prodromides v. Shoreline Treatment Center, Inc., et al.*, Los Angeles County Case Number 20STCV47287 (defined above as the "Action").

2. WHAT IS THE ACTION ABOUT?

The Action alleges that Defendants violated California labor laws (and related Industrial Wage Order) by failing to pay overtime and double time compensation, wages due upon termination and failing to provide meal periods, rest periods, and accurate itemized wage statements. Based on these same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*) and unfair competition and unlawful business practices (California Business and Professional Code §§ 17200, *et seq.*) Plaintiff is represented by Rolando J. Gutierrez, Esq. and Nicholas L. Ramirez, Esq. of BROWN WHITE & OSBORN LLP and Richard Kim, Esq. of LAW OFFICES OF RICHARD KIM, PC.

You can read Plaintiff's allegations as stated in the Operative Complaint, which is available at www.cptgroupcaseinfo.com/ShorelineSettlement.

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

The Court has not decided whether Plaintiff or Defendants are correct. Plaintiff and Defendants reached a settlement by mediating this Action with an experienced neutral mediator by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. By signing a lengthy written settlement agreement (the "Settlement Agreement") and agreeing to jointly ask the Court to enter judgment ending the Action and enforcing the terms of the Settlement 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 merits of any of Plaintiff's claims. Plaintiff and Class Counsel strongly believe that the settlement is a good deal for you because they believe that: (a) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strengths of the claims and the risks and uncertainties of continued litigation; and (b) settlement is in the best interests of the Class Members and the Aggrieved Employees. The Court preliminarily approved the proposed settlement as fair, reasonable, and adequate, authorized this Notice, and has scheduled a hearing to determine final approval.

4. HOW DO I KNOW IF I AM A PART OF THE SETTLEMENT?

Anyone who fits into the following description of the "Settlement Class" and one of the following "Subclasses" is a part of the settlement.

The "Settlement Class" means:

All current and former non-exempt employees who work or worked for Defendants Shoreline Treatment Center, Inc., Shoreline Treatment Center, LLC, or Odyssey Behavioral Healthcare, LLC at any Shoreline Treatment Center facility in California during at any time during the time-period of December 10, 2016, through March 10, 2023, and includes the "Non-Release Benefit Subclass" and the "Release Benefit Subclass."

The "Non-Release Benefit Subclass" means:

All non-exempt employees who worked for any of the Defendants during the Class Period but did not sign a Release Benefit Agreement or a Revised Release Benefit Agreement releasing Defendants from the claims raised in the Action and did not receive compensation for releasing Defendants from the claims raised in the

Action.

The “Release Benefit Subclass” means:

All non-exempt employees who worked for any of the Defendants during the Class Period and who signed a Release Benefit Agreement or a Revised Release Benefit Agreement releasing Defendants from the claims raised in the Action or received payments for releasing Defendants from the claims raised in the Action.

It has been determined from Defendants’ business records that you are a member of the Class and one of the Subclasses.

5. TERMS OF THE SETTLEMENT

A. WHO IS PAYING WHAT FOR THE SETTLEMENT?

Defendants agreed to pay \$500,000 (the “Settlement Fund”) to settle all the claims of Plaintiff, Class Members, and Aggrieved Employees. The Settlement Fund will be deposited into an account controlled by the Administrator. The Administrator will use the Settlement Fund to pay: (1) Individual Class Payments, (2) Individual PAGA Payments, (3) payment to Plaintiff for initiating the Action and providing services in support of the Action (the “Class Representative Service Payment”), (4) Class Counsel’s fees and litigation expenses, the expenses incurred by the Administrator to effectuate the settlement, and (5) penalties paid to the California Labor and Workforce Development Agency (“LWDA”).

B. THE ADMINISTRATOR

The Court has appointed the neutral company, CPT Group, Inc. (the “Administrator”) to administer the settlement, including sending this Notice, calculating and making payments, and processing any Class Member’s Request for Exclusion. The Administrator will also decide Class Member challenges over workweeks and/or pay periods, mail and re-mail settlement checks and tax forms, and perform any other tasks necessary to administer the settlement.

C. WHAT WILL THE SETTLEMENT FUND PAY?

At the Final Approval Hearing, Plaintiff and/or Class Counsel will request the Court to approve the following deductions from the Settlement Fund (\$500,000), the amounts for which will be decided by the Court at the Final Approval Hearing:

- i. Up to \$25,000.00 for PAGA penalties, of which seventy-five percent (75%) (i.e., \$18,750) shall be remitted to the LWDA as the LWDA PAGA payment and the remaining twenty-five percent (25%) (i.e., \$6,250) shall be distributed to Aggrieved Employees based on their PAGA Period pay periods.
- ii. Up to \$7,500 to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Service Payment is awarded to Plaintiff in addition to any Individual Class Payment and Individual PAGA Payment awarded to Plaintiff.
- iii. Up to \$166,665.00 (which represents thirty-five percent (33.333%) of the Settlement Fund) to Class Counsel for attorneys’ fees and up to \$45,000 for Class Counsel’s litigation expenses. To date, Class Counsel have worked and incurred expenses in and for the Action without payment.
- iv. Up to \$13,000 from the Settlement Fund to the Administrator for services to administer the settlement.

After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Settlement Fund (the “Net Settlement Amount”) to Class Members. Any Participating Class Member has the right to object to any portion of these deductions. The Court will consider all objections.

D. HOW WILL THE NET SETTLEMENT AMOUNT BE DISTRIBUTED AMONG CLASS MEMBERS?

The Net Settlement Amount of up to \$242,835 will be distributed as follows:

i. 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. Participating Class Members within the Release Benefit Subclass will have their Individual Class Payment offset by the Release Benefit already received with any outstanding amount capped at \$100, and the remainder reverting to the Participating Class Members within the Non-Release Benefit Subclass to be distributed on a pro rata basis.

ii. The Individual PAGA Payments.

The Administrator will also calculate the Individual PAGA Payments by (a) dividing \$6,250.00 by the total number of PAGA pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

iii. Taxes Treatment Of Payments To The Class Members.

Plaintiff and Defendants are requesting the Court to approve an allocation of one-third (1/3) of each Individual Class Payment toward taxable wages (the “Wage Portion”) and the remaining two-thirds (2/3) of towards penalties and interest (the “Non-Wage Portion”). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. You must pay your own portion of payroll and income taxes on the Wage Portion, and such amounts shall be withheld from your Individual Class Payment. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to this allocation, neither side is giving you any advice on whether your Individual Class Payment and/or Individual PAGA Payment are taxable and how much you might owe in taxes. You should consult with a tax advisor concerning the tax consequences of the payment you received under the settlement.

E. WHAT WILL MY APPROXIMATE RECOVERY BE?

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be «ClassEstAmount» (less withholding) and your Individual PAGA Payment is estimated to be «PAGAestAmount»**. These are approximate amounts. The actual amounts you may receive will likely be different and will depend on a number of factors, including (i) the number of Settlement Class Members who ultimately participate in the settlement; (ii) the ultimate costs of providing notice and administering the settlement; and (iii) the amount that the Court ultimately awards with respect to the Class Representative Service Payment, Class Counsel’s fees and litigation expenses. If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records, you are not eligible for an Individual PAGA Payment under the settlement because you did not work during the PAGA Period.

The above estimates are based on Defendants’ records that show **you worked «ClassWorkWeeks» workweeks** during the Class Period and **you worked «PAGAPeriods» pay periods** during the PAGA Period. In addition, you already received «PreviousBenefitPayment» for signing either a Release Benefit Agreement or a Revised Release Benefit Agreement, which offsets from your Individual Class Payment amount.

If you believe that you worked more workweeks during either the Class Period or the PAGA Period, you can submit a challenge by the deadline date indicated in Section 6(B) of this Notice. You cannot challenge the amount you previously received for signing a Release Benefit Agreement or a Revised Release Benefit Agreement.

F. WHAT CLAIMS WOULD I BE RELEASING IF I DO NOT OPT-OUT OF THE SETTLEMENT?

Upon final approval of the Settlement and when Defendants have fully funded the Settlement Fund and separately pay the employer share of payroll taxes, each Class Member who has not opted out of the settlement (i.e., each Participating Class Member) will be legally barred from asserting any of the claims released under the settlement. This means that unless you have opted-out by submitting a valid and timely Request for Exclusion, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the facts during the Class Period or PAGA penalties based on the facts during the PAGA Period, as alleged in the Operative Complaint. The Participating Class Members and the Aggrieved Employees shall be bound by the following two releases:

i. The Participating Class Members’ Release.

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 representatives, release Defendants and all of their former and/or present parents, subsidiaries, and affiliates and each of their respective officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, predecessors, assigns, or legal representatives, from all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint. 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.

In addition, Participating Class Members within the Release Benefit Subclass shall be bound by the foregoing release, and the releases stated in Release Benefit Agreement, or the Revised Release Benefit Agreement, shall be invalidated and deemed voided upon the Court's entry of final approval of this Settlement. Participating Class Members within the Release Benefit Subclass shall not be required to pay back any money they received for signing a Release Benefit Agreement or a Revised Release Benefit Agreement.

ii. The Aggrieved Employees' Release.

Aggrieved Employees shall also be bound by the release of any claims for civil penalties under section 2699, *et seq.* of the California Labor Code that were or could have been alleged in the Operative Complaint, even if they formally opted out of the Class and are no longer bound by the other provisions of the above release that are not claims for civil penalties under section 2699, *et seq.* This means that all Aggrieved Employees (including Non-Participating Class Members) cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the facts during the PAGA Period alleged in the Operative Complaint. The Aggrieved Employees release provides as follows:

All Participating Class Members and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Defendants and all of their former and/or present parents, subsidiaries, and affiliates and each of their respective officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, predecessors, assigns, or legal representatives, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on facts during the PAGA Period stated in the Operative Complaint and the PAGA notice sent to the LWDA on May 29, 2020.

G. DEFENDANTS' DIRECT FEE PAYMENT TO CLASS COUNSEL.

Defendants will also directly pay Class Counsel for reimbursement of reasonable attorneys' fees in recognition that the payments made in exchange for the execution of the Release Benefit Agreements and Revised Release Benefit Agreements by the Release Benefits Subclass, which is an aggregate amount of \$178,484.77, were inspired by this Action. In addition to the payment of attorneys' fees from the Settlement Fund (see Section 5(C)(iii), above), Class Counsel will seek Court approval of a "Direct Fee Payment" of \$59,494.32 (i.e., 33.333% of \$178,484.77), which shall be paid by Defendants. This Direct Fee Payment is to help prevent Participating Class Members within the Non-Release Benefit Subclass from having to bear the entire cost of attorneys' fees, thereby minimizing the amount of fee deduction from the Settlement Fund by \$59,494.32. Approval of the Direct Fee Payment shall not alter or affect the Net Settlement Amount to be distributed to the Participating Class Members or the Aggrieved Employees.

H. THE PROPOSED SETTLEMENT IS SUBJECT TO COURT APPROVAL AND WILL BE VOID IF THE COURT DENIES FINAL APPROVAL.

It is possible that the Court may decline to grant final approval of the Settlement or decline to enter judgment on its order granting final approval. It is also possible that the Court will enter a judgment on its order granting final approval that is subsequently reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the settlement will be void, meaning that Defendants will not pay any money and Class Members will not release any claims against Defendants.

6. YOUR RIGHTS AND OPTIONS

A. HOW WILL I GET PAID?

For every Participating Class Member (*i.e.*, every Class Member who does not opt-out), the Administrator will send, by U.S. Mail, an Individual Class Payment Check, and a separate Individual PAGA Payment check to every to those who qualify as Aggrieved Employees. For every Non-Participating Class Member (*i.e.*, every Class Member who opted out of the Settlement) who qualify as Aggrieved Employees, the Administrator will send, by U.S. Mail, a single Individual PAGA Payment check.

The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check(s) expires (the void date). If you do not negotiate the check(s) by the void date, your check(s) will be automatically cancelled. Any unclaimed funds from any uncashed checks, plus any interest thereon, shall be distributed to the California State Controller's Unclaimed Property Fund in the names of the Participating Class Members and/or Aggrieved Employees.

Your check(s) will be sent to the same address as indicated on this Notice. If you change your address (or want your check sent to a different address), please be sure to notify the Administrator as soon as possible. Sections 6(B) and 9 of this Notice have the Administrator's contact information.

B. CAN I DISPUTE THE NUMBER OF WEEKS OR PAY PERIODS DEFENDANTS CLAIM I WORKED?

Yes. If you disagree with the number of workweeks and/or PAGA Period pay periods reported for you in Defendants' records, you may file a written dispute with the Administrator by March 5, 2024. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax to the Administrator at the following address:

Prodromides v. Shoreline Treatment Center, Inc.
c/o CPT Group, Inc.
50 Corporate Park,
Irvine, California 92606
Toll Free: 1-888-347-1016
Fax: 949-419-3446
Email: ShorelineSettlement@cptgroup.com
Website: www.cptgroupcaseinfo.com/ShorelineSettlement

The Administrator's contact information is also provided below, Section 9.

If you file a timely written dispute as to the number of workweeks, you must submit written proof supporting your dispute. In the absence of any contrary documentation, the Administrator is entitled to presume that the workweeks contained in this Notice are correct so long as they are consistent with the Class Data. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve the workweek and/or pay period challenges based on your submission and input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's determination is final and binding. You cannot appeal or otherwise challenge the Administrator's final decision.

Do not contact the court to dispute the calculation of your workweeks and/or PAGA Period pay periods.

C. CAN I OBJECT TO THE SETTLEMENT?

Yes, but **only** as to the Class Settlement **and only if** you do not opt out of the Class Settlement. If you do not wish to opt out of the Class Settlement but disagree with any portion of the Class Settlement, you have the right to file an objection. If you opt out of the Class Settlement, you will be ineligible to object to any portion of the Class Settlement.

If you do not opt out of the Class Settlement, you can object to the Class Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your position. To object, you may either mail, fax, or email your objection to the Administrator no later than 60 days after the mailing of this Notice or appear. If you object to the Class Settlement, you must state the specific reason for your objection, including any legal support, as well

as your full legal name, date of birth, and the dates you worked as a non-exempt employee of Defendants.

Whether or not you object to or opt out of the Class Settlement, you may not object to the PAGA Settlement for any reason. This means that, if you qualify as an Aggrieved Employee, you will automatically be bound by the PAGA Settlement and related release.

D. CAN I OPT-OUT OF THE SETTLEMENT?

Yes, but *only* to the Class Settlement. You cannot opt out of the PAGA Settlement. You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing that you wish to opt out of the Class Settlement. The easiest way to notify the Administrator is to submit a written and signed request to be excluded from the Class Settlement (“Request for Exclusion”) by March 5, 2024. The Request for Exclusion should be a letter from a Class Member or his/her representative and must: (a) include your name, the last four digits of your social security number, and your signature; and (b) indicate that you desire to exclude yourself from the Class Settlement. 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. If you submit a timely and valid Request for Exclusion, as determined by the Administrator, you will be ineligible to object to any aspect of the Settlement.

You cannot opt out of the PAGA Settlement. Class Members who exclude themselves from the Class Settlement (*i.e.*, 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.

If you opt out of the Class Settlement, your share of the non-PAGA Settlement proceeds may be divided up amongst the Participating Class Members.

E. WHAT IF I DO NOTHING?

If you do nothing, you will receive your Individual Class Payment and/or Individual PAGA Payment, if any, from the Net Settlement Amount after the Court grants final approval. If you do not cash your settlement check(s), you will still be bound by all the terms of the settlement, including the waivers and releases discussed in Section 5(F), and you will be prevented from suing Defendants or participating in any other litigation or class action relating to the matters being settled in this Action.

7. PROHIBITION AGAINST RETALIATION

Defendants have agreed to this settlement, and they shall not discriminate or retaliate against any Class Member who accepts benefits under this Settlement. Your participation in this Settlement will in no way affect your employment relationship with Defendants.

8. FINAL APPROVAL OF SETTLEMENT

A. HOW AND WHEN WILL THE COURT PROVIDE FINAL APPROVAL OF THE SETTLEMENT?

The Los Angeles County Superior Court of the State of California will hold a Final Approval Hearing on June 7, 2024, at 10:30 a.m. in Department 1, located at 312 North Spring Street, Los Angeles, CA 90012, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the Class Representative Service Payment, Class Counsel’s fees and litigation expenses, the Direct Fee Payment, and the expenses incurred by the Administrator to effectuate the settlement. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before making a decision. Though your attendance is not required, you may attend (or hire a lawyer to attend at your expense) either personally or virtually via <https://www.lacourt.org/lacc>. It is possible the Court may reschedule the Final Approval Hearing. You should check the Administrator’s website www.cptgroupcaseinfo.com/ShorelineSettlement beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

B. WHEN WILL I GET MY SETTLEMENT CHECK(S)?

If there are no appeals to the Court’s order granting final approval of the settlement, the check representing the Individual Class Payment and/or Individual PAGA Payment will be mailed out approximately 60 days after the

Court enters judgment on its order granting final approval of the Settlement.

9. GETTING MORE INFORMATION

This Notice does not contain all the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court.

You may also visit CPT Group, Inc.'s website at www.cptgroupcaseinfo.com/ShorelineSettlement to find specific documents related to this case and be able to access the Notice and other forms. There is no charge to view the documents on this website.

You may also contact Class Counsel or the Administrator for information about this Action:

<i>Class Counsel For Plaintiff Carrie Prodromides and The Settlement Class</i>	
Rolando J. Gutierrez, Esq. <i>rgutierrez@brownwhitelaw.com</i> Nicholas L. Ramirez, Esq. <i>nramirez@brownwhitelaw.com</i> BROWN WHITE & OSBORN LLP 333 South Hope Street, 40 th Floor Los Angeles, California 90071-1406 Tel: (213) 613-0500 Fax: (213) 613-0550	Richard Kim, Esq. <i>rkim@richkimlaw.com</i> LAW OFFICES OF RICHARD KIM, PC 6131 Orangethorpe Avenue, Suite 370 Buena Park, California 90620-4929 Tel: (714) 276-1122 Fax: (714)276-1120
<i>The Administrator</i>	
Prodromides v. Shoreline Treatment Center, Inc. c/o CPT Group, Inc. 50 Corporate Park, Irvine, California 92606 Toll Free: 1-888-347-1016 Fax: 949-419-3446 Email: ShorelineSettlement@cptgroup.com Website: www.cptgroupcaseinfo.com/ShorelineSettlement	

DO NOT CALL, WRITE, OR OTHERWISE CONTACT THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

1 **PROOF OF SERVICE**

2 **RE: *Prodromides v. Shoreline Treatment Center, Inc, et. al.***
3 **Case No: 20STCV47287**

4 I am employed in the State of California, County of Los Angeles. I am over the age of 18
5 and not a party to the within suit; my business address is 333 South Hope Street, 40th Floor, Los
6 Angeles, CA 90071.

7 On **May 16, 2024** I served true and correct copies the following document(s) described as:

8 **DECLARATION OF JEREMY TALAVERA ON BEHALF OF CPT GROUP, INC.,**
9 **PLAINTIFF CARRIE PRODROMIDES' MOTION FOR FINAL APPROVAL OF CLASS**
10 **ACTION AND PAGA SETTLEMENT**

11 on the interested parties in this action as follows:

12 Karina B. Stermann, Esq.
13 *KSterman@ggfirm.com*
14 James W. Hill, Esq.
15 *JHill@ggfirm.com*
16 **GREENBERG GLUSKER FIELDS**
17 **CLAMAN & MACHTINGER, LLP**
2049 Century Park East, Suite 2600
Los Angeles, CA 90076

Richard Kim, Esq.
rkim@richkimlaw.com
LAW OFFICES OF RICHARD KIM, PC
6131 Orangethorpe Ave., Suite 370
Buena Park, CA 90620-4929

Attorneys for Plaintiffs and the Putative Class

18 *Attorneys for Defendants*
19 **SHORELINE TREATMENT CENTER,**
20 **LLC, f/k/a SHORELINE TREATMENT**
21 **CENTER, INC.; RACHEL LEVI;**
22 **ODYSSEY BEHAVIORAL HEALTHCARE,**
23 **LLC**

24 ☒ **BY ELECTRONIC SERVICE VIA CASEANYWHERE:** Complying with California
25 Rule of Court 2.251 and Code of Civil Procedure § 1010.6, *et. seq.*, and in compliance with
26 the Court's Case Management Order, I caused true and correct copies of the documents to
27 be served through Case Anywhere at www.caseanywhere.com to the email address(es) of
28 the person(s) identified above.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed on **May 16, 2024** at Los Angeles, California.

24
25 Don Adove
26 Type or Print Name

24
25 
26 Signature

1 **PROOF OF SERVICE**

2 **RE: *Prodromides v. Shoreline Treatment Center, Inc, et. al.***
3 **Case No: 20STCV47287**
LWDA Case No: LWDA-CM-793145-20

4 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not
5 a party to the within suit; my business address is 333 South Hope Street, 40th Floor, Los Angeles, CA
90071.

6 On **May 16, 2024** I served true and correct copies the following document(s) described as:

7 **DECLARATION OF JEREMY TALAVERA ON BEHALF OF CPT GROUP, INC.,**
8 **PLAINTIFF CARRIE PRODROMIDES' MOTION FOR FINAL APPROVAL OF CLASS**
ACTION AND PAGA SETTLEMENT

9 on the interested parties in this action as follows:

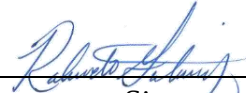
10 Labor and Workforce Development Agency
11 800 Capital Mal, Suite 500
Sacramento, California 95814

12 ☒ **BY ELECTRONIC SUBMISSION:** Complying with CAL. LAB. CODE §§ 2699(l)(4) and
13 2699.3, I caused true and correct copies of the documents to be served on the Labor and
14 Workforce Development Agency through its online platform at
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>.

15 ☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

16 Executed on **May 16, 2024** at Los Angeles, California.

17
18 _____
Rolando J. Gutierrez
Type or Print Name

17
18 _____

Signature