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Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

KEVIN WYATT and KIMBERLEE
CALIFANO, individuals, and on behalf of all
persons similarly situated,

Plaintiffs,

v.

BH-SD OPCO, LLC, DBA ALVARADO
PARK WAY INSTITUTE BEHAVIORAL
HEALTH SYSTEMS, a Delaware Limited
Judge: Liability Company; and DOES 1-50,
Inclusive,

Defendants.

Case No.: 37-2021-00021168-CU-OE-CTL

**DECLARATION OF KATHERINE
ROVERTONI OF APEX CLASS ACTION,
LLC, IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: January 17, 2025
Time: 9:30 a.m.

Judge: Hon. Gregory W. Pollack
Dept.: C-71

1 I, Katherine Rovertoni, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Wyatt et al. v. BH-SD OPCO et al* matter.
6 On behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally
7 acquainted with the information contained herein, and in the event of being summoned to provide
8 testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 15 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
19 *Of Pendency of Class Action Settlement And Hearing Date*, (referred to as “Notice Packet”); (b) receiving
20 and processing requests for exclusion; (c) resolving disputes among Settlement Class Members
21 regarding the number of workweeks recorded by Defendants during the Class Period, as stated on their
22 individualized Class Notice.; (d) calculating individual settlement award amounts; (e) processing and
23 mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the
24 law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the
25 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking
26 additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

1 4. On August 16, 2024, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received
3 approval from the Parties' Counsel before being mailed.

4 5. On August 30, 2024, Counsel for the Defendants provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number of
6 relevant workweeks worked by each Settlement Class Member. The data file was successfully uploaded
7 to our database, where it underwent a thorough review to identify any duplicates or potential
8 inconsistencies. The Class List consisted of a total of 1,318 individuals.

9 6. In preparation for the mailing process, all 1,318 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice
13 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet.
15 However, in cases where no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

17 7. On September 20, 2024, The Notice Packet was sent to all 1,318 individuals listed in the Class
18 List using U.S First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 387 returned Notice Packets as
20 undeliverable. Of the 387 returned Notice Packets, none were returned with a forwarding address.
21 Therefore, Apex conducted a computerized skip trace on the 387 returned Notice Packets in order to
22 acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted
23 in obtaining 364 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First
24 Class Mail.

25 9. As of the date of this declaration, there have been 364 Notice Packets re-mailed as a result of
26 Apex's skip-tracing efforts.

27 10. As of the date of this declaration, 23 Notice Packets have been considered undeliverable as no
28 updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has received 2 requests for exclusion. The deadline for
2 submitting a request for exclusion from the Settlement was November 4, 2024.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement was November 4, 2024.

5 13. As of the date of this declaration, Apex will report 1,316 Participating Class Members,
6 constituting 99.84% of the total 1,318 Settlement Class Members.

7 14. The total number of workweeks worked by Participating Class Members during the Class Period
8 is 114,297.00. The Net Settlement Amount available to Participating Class Members is estimated to be
9 \$351,166.67 and was calculated by subtracting the requested attorneys' fees (\$233,333.33), the amount
10 requested for litigation costs and expenses (\$32,500.00), the requested Service Award (\$20,000.00), the
11 requested Settlement Administration Costs (\$13,000.00), and the PAGA Payment (\$50,000.00) from the
12 Gross Settlement Amount (\$700,000.00).

13 15. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
14 to be approximately \$1,023.99, the *average* Individual Settlement Amount is currently estimated to be
15 approximately \$266.44, and the *lowest* Individual Settlement Amount is currently estimated to be
16 approximately \$0.44. These amounts are subject to employee-side tax and withholdings.

17 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$12,500.00) will be allocated to
18 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
19 cannot opt out of the PAGA settlement. There are 920 Aggrieved Employees who worked a total of
20 61,014.14 pay periods during the PAGA Period.

21 17. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$36.20, the
22 *average* individual PAGA share is approximately \$13.59, and the *lowest* individual PAGA share is
23 approximately \$0.06.

24 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
25 and anticipated expenses, amount to \$13,000.00. Apex will proceed with additional tasks related to this
26 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
27 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
28 upon by the Parties or ordered by the Court for Apex to undertake.

1 I declare under penalty of perjury under the laws of the State of California and the United States
2 that the foregoing is true and correct, and that this Declaration was executed this 11th day of November
3 2024, in Irvine, California.

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6 Katherine Rovertoni

7 KATHERINE ROVERTONI
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Exhibit A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Wyatt et al. v. BH-SD OPCO et al., San Diego County Superior Court Case No. 37-2021-00021168)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: “Est. Class Payment”. Your estimated Individual PAGA Payment is: “Est. PAGA Payment”. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written Request for Exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement, however you will still be bound by the PAGA Release and receive an Individual PAGA Payment, if applicable. Instructions are set forth below.
Object	You may object by writing to the Court about why you believe the settlement should not be approved or by appearing in court. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Kevin Wyatt and Plaintiff Kimberlee Califano (“Plaintiffs”) and BD-SD OPCO, LLC (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt employees who were employed by Defendant in the State of California at any time during the period between May 12, 2017, through September 30, 2023 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On May 12, 2021, Plaintiff Wyatt served the Labor and Workforce Development Agency (“LWDA”) with a Notice of Violations and served the same on Defendant. On the same date, Plaintiff Wyatt filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of San Diego, Case No. 37-2021-00021168 (the “Wyatt Action”), alleging claims for: (1) Failure to Pay Overtime Compensation; (2) Failure to Pay Wages for Hours Worked; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide Accurate Itemized Statements; (6) Failure to Pay Wages Due and Payable Twice Monthly; (7) Failure to Reimburse for Required Expenses; (8) Failure to Pay Wages Upon Termination of Employment; and (9) Unfair Competition and Unlawful Business Practices.

On February 4, 2022, Plaintiff Califano filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of San Diego, Case No. 37-2022-00004654 (the “Califano Action”). Plaintiff Califano asserted claims that Defendant: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 512 and the applicable wage order); (6) Failure to Provide Accurate Itemized Statements (Labor Code § 226); (7) Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203, 204); and (8) Failure to Reimburse for Required Expenses (Labor Code § 2802).

On November 29, 2022, the Wyatt Action and the Califano Action were consolidated by the San Diego Superior Court, with the Wyatt Action as the lead case (collectively, the “Action”). On October 20, 2023, Plaintiffs amended the Action, alleging claims for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 512 and the

applicable wage order); (6) Failure to Provide Accurate Itemized Statements (Labor Code § 226); (7) Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203; 204); (8) Failure to Reimburse for Required Expenses (Labor Code § 2802); (9) Failure to Pay Wages at Least Twice in a Calendar Month (Labor Code § 204); and (10) Violation of the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*). On April 29, 2024, Plaintiff Wyatt submitted an Amended Notice of Violations with the LWDA pursuant to Labor Code section 2699.3, subd. (a) (the “PAGA Notice”).

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representatives are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On April 14, 2023, the Parties participated in an all-day mediation with Tripper Ortman, Esq, an experienced mediator of wage and hour class actions. At the mediation, the Parties were unable to reach a settlement. The Parties continued settlement negotiations, and with the assistance of the mediator, the Parties ultimately reached the present settlement. The Court granted preliminary approval of the Settlement on August 16, 2024. At that time, the Court also preliminarily approved Plaintiff Wyatt and Plaintiff Califano to serve as the Class Representatives, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an amount of Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Class Payments to Settlement Class Members, Class Counsel Fees Payment, Class Counsel Expenses Payment, Administration Costs, the Individual PAGA Payments to PAGA Employees, the LWDA PAGA Payment, and the Class Representative Payments to the Plaintiffs.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money in 35 equal installment payments with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Administration Costs. The amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement currently estimated not to exceed \$13,000 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Fees Payment and Class Counsel Expenses Payment. An award of attorneys’ fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Plaintiffs and the Settlement Class in the Action, not to exceed 33.33% of the Gross Settlement Amount, currently estimated to be \$233,333.33 out of \$700,000.00 and an award reimbursable litigation expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred up to \$32,500 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Payments. Class Representative Payments in the amount of Ten Thousand Dollars (\$10,000) to each Plaintiff, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Penalties. A payment of Fifty Thousand Dollars (\$50,000.00) to be allocated from the Gross Settlement Amount, relating to Plaintiffs’ claim under the Private Attorneys General Act (“PAGA”), with 25% of the payment (\$12,500.00) going to the PAGA Employees (“Individual PAGA Payments”) and 75% of the payment (\$37,500.00) going to the State of California’s Labor and Workforce Development Agency (“LWDA PAGA Payment”).
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Expenses Payment, the Class Representative Payment, the PAGA Penalties, and the Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Participating Class Members”). The Individual Class Payment for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member’s workweeks that occurred during the Class Period. A “workweek” is

defined as the number of weeks during which a Class Member worked for Defendant as a non-exempt employee in California during the Class Period, divided by seven (7).

- Calculation of Individual PAGA Payments to PAGA Employees. The Individual PAGA Payments shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Individual PAGA Payment will be divided by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of PAGA Pay Periods worked by each respective PAGA Employee during the PAGA Period. “PAGA Employees” means all current or former non-exempt employees who were employed by Defendant in the State of California at any time during the PAGA Period. The PAGA Period means the period between May 12, 2020, to September 30, 2023.

If the Court approves the Settlement, you will automatically be mailed a check for your Individual Class Payment and Individual PAGA Payment to the same address as this Class Notice. You do not have to do anything to receive a payment.

If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. Ten percent (10%) of each Individual Class Payment is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Ninety percent (90%) of each Individual Class Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defense Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Class Payments and Individual PAGA Payments made to Participating Class Members and/or PAGA Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon entry of final judgment, Plaintiffs and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to Defendant BH-SD OPCO, LLC dba Alvarado Parkway Institute Behavioral Health Systems, and its former, present and future owners, predecessors, parent companies, subsidiaries, investors, affiliates, divisions, and all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint ventures, agents, successors, assigns, accountants, insurers, attorneys, and representatives (collectively, the “Released Parties”). Released Class Claims means all Participating Class Members will fully and finally release and discharge the Released Parties from any and all claims, rights, demands, liabilities and causes of action of any nature or description alleged in the Action against Defendant that were alleged in the Actions or reasonably could have been alleged based on the facts and legal theories alleged in the Operative Complaint, including but not limited to, all claims under the California Labor Code, Wage Orders, and related orders of the California Industrial Commission alleged in the Action or which could have been alleged based on the facts alleged in the Action, including all of the following claims for relief: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*) arising from violations of the Labor Code released herein; (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 512 and the applicable wage order); (6) Failure to Provide Accurate Itemized Statements (Labor Code § 226); (7) Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203; 204); (8) Failure to Reimburse for Required Expenses (Labor Code § 2802); and (9) Failure to Pay Wages at Least Twice in a Calendar Month (Labor Code § 204) (the “Released Class Claims”). The claims released under this Paragraph shall include, but not necessarily be limited to, claims for: meal period violations and failure to pay compensation in lieu thereof; rest break violations and failure to pay compensation in lieu thereof; failure to pay minimum wages, regular wages, overtime and double time wages; all theories related to unpaid wages (including but not limited to off-the-clock work, time shaving, time rounding, on-call time, working through meal periods, regular rate claims, on-duty meal period violations, paid sick leave, paid time off, or any other claims giving rise to minimum and/or overtime violations); unpaid meal period penalties; unpaid rest period penalties; wage statement violations; failure to keep requisite payroll records; failure to reimburse business expenses; failure to pay wages upon separation from employment; failure to pay wages during employment; late payment of wages; waiting time penalties; and any claims under Business & Professions Code

section 17200 arising from violations of the Labor Code released herein, as well as any damages, restitution, disgorgement, civil penalties (except PAGA penalties which are separately released), statutory penalties, taxes, interest or attorneys' fees or costs resulting therefrom (collectively, Class Release). This release and waiver, however, shall be conditional on the full payment of the Gross Settlement Amount necessary to fund all payment obligations, and will only release such claims during the Class Period.

The Released PAGA Claims shall be released as follows. Upon final entry of judgment, all PAGA Employees shall fully and finally release and discharge the Released Parties from all Released PAGA Claims, irrespective of whether they opt-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means any and all causes of action and claims for civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* that were alleged in the Action, in the PAGA Notice, or reasonably could have been alleged based on the facts and legal theories contained in the Action and/or PAGA Notice, including but not limited to, claims for civil penalties based on the following: (1) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (2) Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*); (3) Failure to Provide Required Meal Periods and associated premiums (Labor Code §§ 226.7, 512 and the applicable Wage Order); (4) Failure to Provide Required Rest Periods and associated premiums (Labor Code §§ 226.7, 512 and the applicable wage order); (5) Failure to Provide Accurate Itemized Statements (Labor Code § 226); (6) Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203; 204); (7) Failure to Reimburse for Required Expenses (Labor Code § 2802); and (8) Failure to Pay Wages at Least Twice in a Calendar Month (Labor Code § 204) (the "Released PAGA Claims"). This release and waiver, however, shall be conditional on the full payment of the Gross Settlement Amount necessary to fund all payment obligations, and will only release such claims during the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have "Class Weeks" Workweeks worked during the Class Period (May 12, 2017, to September 30, 2023). Based on this information, your estimated Individual Class Payment is "Est. Class Payment".

Defendant's records reflect that you have "PAGA Weeks" pay periods worked during the PAGA Period (May 12, 2020, to September 30, 2023). Based on this information, your estimated Individual PAGA Payment is "Est. PAGA Payment".

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than November 4, 2024.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on January 17, 2025, to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed to Class Members within thirty (30) days after the Gross Settlement Amount is fully funded by Defendant. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://www.apexclassaction.com/bh-sd>.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Individual PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated Request for Exclusion postmarked no later than November 4, 2024. The address for the Settlement Administrator is Apex Class Action LLC, P.O. Box 54668, Irvine, CA 92619. The Request for Exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Wyatt et al. v. BH-SD OPCO et al.*, currently pending in Superior Court of San Diego, Case No. 37-2021-00021168-CU-OE-CTL. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written Requests for Exclusion that are postmarked after November 4, 2024, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Wyatt et al. v. BH-SD OPCO et al., San Diego County Superior Court Case No. 37-2021-00021168-CU-OE-CTL***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object. Any Participating Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than November 4, 2024. The address for the Settlement Administrator is P.O. Box 54668, Irvine, CA 92619.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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Fax: (858) 597-9601
E: nmyrmo@fisherphillips.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 9:30 AM on January 17, 2025, at the San Diego County Superior Court, Department C-71, located at 330 W. Broadway, San Diego, CA 92101 before Judge Gregory W Pollack. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. The Court may reschedule this hearing without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Wyatt et al. v. BH-SD OPCO et al., currently pending in San Diego County Superior Court Case No. 37-2021-00021168-CU-OE-CTL***, Settlement Administrator, c/o Apex Class Action LLC.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the website listed in this notice.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, all funds from such uncashed checks shall be turned over to the California State Controller: Unclaimed Property Fund in the name of the individual Participating Class Member or PAGA Employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.