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Attorneys for Plaintiff

Rebecca Coleman

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

Rebecca Coleman, individually, and on
behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

Resurgence Behavioral Health, LLC, a
Nevada corporation; Resurgence
California, LLC, a Nevada corporation; A
New Start Treatment and Recovery
Center, LLC BDA Muse Treatment, a
California limited liability company;
Advanced Recovery Solution, LLC, a
California limited liability company;
Balboa Horizons Recovery Services, a
California company; The Well Recovery
Partners, a California company; and
DOES 1-50, inclusive,

Defendants.

Case No. 30-2021-01225871-CU-OE-CXC

Honorable Layne H. Melzer

Department CX102

CLASS ACTION

**AMENDMENT NO. 1 TO THE CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

Complaint Filed: October 12, 2021

FAC Filed: July 6, 2023

Trial Date: None set

AMENDMENT NO. 1 TO THE CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT

Plaintiff Rebecca Coleman (“Plaintiff”) and Defendants Resurgence Behavioral Health LLC, Resurgence California, LLC, A New Start Treatment and Recovery Center, LLC DBA Muse Treatment, Advanced Recovery Solution, LLC, and Balboa Horizons Recovery Services (“Defendants”) (collectively, the “Parties”) pursuant to paragraph 12.9 of the Class Action and PAGA Settlement Agreement and Class Notice entered into on or around August 27, 2024 (the “Agreement”), hereby agree to **amend and supplant** the following terms only as stated herein. The amendments contained herein modify and are hereby incorporated into the Agreement by reference as follows:

- A. **Paragraph 1.12 is hereby amended and shall now state only the following:**
“Class Period” means the period from October 12, 2017 to December 31, 2024.
- B. **Paragraph 1.31 is hereby amended and shall now state only the following:**
“PAGA Period” means the period from October 12, 2020 to December 31, 2024.
- C. **Paragraph 1.43 is hereby amended and shall now state only the following:**
“Response Deadline” means forty-five (45) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional thirty (30) calendar days beyond the Response Deadline has expired.

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D. Paragraph 7.5.1 is hereby amended and shall now state only the following:

Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. Class Members may elect to use the Request for Exclusion, Objection, and/or Workweek Dispute Forms, attached hereto as Exhibit B. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

E. Paragraph 7.5.2 is hereby amended and shall now state only the following:

The Administrator will not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be appealable to the Court. The Court shall make the final determination as to validity and authenticity of Requests for Exclusion.

F. Paragraph 8 is hereby amended and shall now state only the following:
WORKWEEK ESTIMATES and ESCALATOR CLAUSE. This Settlement is based on an estimate of 40,000 Total Workweeks during the Class Period. If there is a ten percent (10%) increase in the number of 40,000 Total Workweeks, such increase shall trigger an escalation of the Gross Settlement Amount in the amount equivalent to one percent (1%) for every one percent (1%) increase in workweeks over the ten percent (10%) threshold.

G. Paragraph 10.3 is hereby amended and shall now state only the following:
Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement, pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h), solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

PLAINTIFF

Date: March 11, 2026

By: 
 Rebecca Coleman

DEFENDANT

Resurgence California, LLC

Date: March __, 2026

By: _____
 Its: _____

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DEFENDANT

A New Start Treatment and Recovery Center LLC
DBA Muse Treatment

Date: March __, 2026

By: _____
By: _____
Its: _____

BROCK & GONZALES, LLP

Date: March 11, 2026

By:  _____
D. Aaron Brock
Erica A. Gonzales
Joseph D. Parsons
Attorneys for Plaintiff

KAUFMAN DOLOWICH LLP

Date: March __, 2026

By: _____
Steve Belilove
Rosely George
Attorneys for Defendants

1 F. Paragraph 8 is hereby amended and shall now state only the following:
2 **WORKWEEK ESTIMATES and ESCALATOR CLAUSE.** This Settlement is
3 based on an estimate of 40,000 Total Workweeks during the Class Period. If there
4 is a ten percent (10%) increase in the number of 40,000 Total Workweeks, such
5 increase shall trigger an escalation of the Gross Settlement Amount in the amount
6 equivalent to one percent (1%) for every one percent (1%) increase in workweeks
7 over the ten percent (10%) threshold.
8

9 G. Paragraph 10.3 is hereby amended and shall now state only the following:
10 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
11 Judgment, the Court will retain jurisdiction over the Parties, Action, and the
12 Settlement, pursuant to Code of Civil Procedure section 664.6 and California
13 Rules of Court, rule 3.769(h), solely for purposes of (i) enforcing this
14 Agreement and/or Judgment, (ii) addressing settlement administration matters
15 and (iii) addressing such post-Judgment matters as are permitted by law.
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18 **PLAINTIFF**

19 Date: March __, 2026

20 By: _____
21 Rebecca Coleman

22 **DEFENDANT**

23 Resurgence California, LLC

24 Date: March __, 2026

25 By: Nathan Hansen
26 Its: General Counsel

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DEFENDANT

A New Start Treatment and Recovery Center LLC
DBA Muse Treatment

Date: March __, 2026

By: _____
By: _____
Its: _____

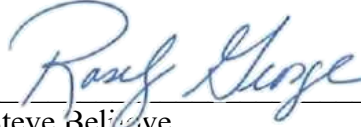
BROCK & GONZALES, LLP

Date: March __, 2026

By: _____
D. Aaron Brock
Erica A. Gonzales
Joseph D. Parsons
Attorneys for Plaintiff

KAUFMAN DOLOWICH LLP

Date: March 10, 2026

By:  _____
Steve Beliveau
Rosely George
Attorneys for Defendants

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DEFENDANT

A New Start Treatment and Recovery Center LLC
DBA Muse Treatment

Date: March 5, 2026

By:

By: Nathan Frank

Its: General Counsel

BROCK & GONZALES, LLP

Date: March __, 2026

By:

D. Aaron Brock

Erica A. Gonzales

Joseph D. Parsons

Attorneys for Plaintiff

KAUFMAN DOLOWICH LLP

Date: March __, 2026

By:

Steve Belilove

Rosely George

Attorneys for Defendants