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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF ORANGE**

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

12 Plaintiff,

13 vs.

14 Resurgence Behavioral Health, LLC, a
15 Nevada corporation; Resurgence California,
16 LLC, a Nevada corporation; A New Start
17 Treatment and Recovery Center, LLC BDA
18 Muse Treatment, a California limited liability
19 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;

20 Defendants.

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

Honorable Layne H. Melzer
Department CX102

CLASS ACTION

**[FURTHER REVISED PROPOSED]
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 14, 2026
Time: 2:00 p.m.
Department: CX102

Complaint Filed: October 12, 2021
FAC Filed: July 6, 2023
Trial Date: None Set

ORDER

The Court has reviewed and considered the Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion for Preliminary Approval”) and Declaration of Erica A. Gonzales seeking approval of the Class Action and PAGA Settlement Agreement and Class Notice¹ (“Original Settlement Agreement”) and Amendment No. 1 to the Class Action and PAGA Settlement Agreement and Class Notice (“Amendment No. 1”) (collectively referred to as the “Settlement” or “Amended Settlement Agreement”) submitted by Plaintiff Rebecca Coleman (“Plaintiff”). 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 are referred to as “Defendants” (Defendants together with Plaintiff are referred to as the “Parties”).

With good cause appearing, and pursuant to the parties’ Settlement Agreement, the Court hereby ORDERS that:

1. The Court preliminarily approves the Original Settlement Agreement attached as “Exhibit 1” to the Declaration of Erica Allen Gonzales In Support Of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (ROA #115), Amendment No. 1 attached as “Exhibit 2” to the Supplemental Declaration of Erica A. Gonzales In Support of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement (ROA #152), and Amendment No. 2 attached as Exhibit 1 to the Declaration of Joseph D. Parsons (ROA #156) (together, “Amended Settlement Agreement” or “Settlement”). This preliminary approval is based on the Court’s determination that the Settlement appears to be fair, adequate, and reasonable. This Order incorporates by reference the definitions in the Amended Settlement Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Amended Settlement Agreement.

2. The Court further finds that the Settlement provides for a Gross Settlement Amount of \$1,000,000. From this amount, Class Counsel intends to seek up to \$333,333.33 in

¹ The Original Settlement Agreement is attached as Exhibit 1 to the Declaration of Erica A. Gonzales, ROA #115, Amendment No. 1 is attached as Exhibit 2 to the Supplemental Declaration of Erica A. Gonzales, ROA #152, and Amendment No. 2 is attached as Exhibit 1 to the Declaration of Joseph D. Parsons, ROA #156.

1 attorneys' fees, up to \$25,000 in litigation costs and expenses, up to \$11,000 in settlement
2 administration costs, and a service award of up to \$10,000 to the Class Representative. The
3 Settlement also allocates \$100,000 toward resolution of claims under the Private Attorneys
4 General Act of 2004 ("PAGA"), of which \$75,000 will be paid to the California Labor &
5 Workforce Development Agency and \$25,000 will be distributed to the Aggrieved Employees.
6 Subject to the Court's approval at the Final Approval Hearing, the Net Settlement Amount
7 available for distribution to the Class is estimated at approximately \$520,666.67. The Court will
8 determine the reasonableness of the requested fees, costs, administration expenses, and service
9 award at the Final Approval Hearing.

10 3. The Court concludes that, for settlement purposes only, the Class meets the
11 requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of
15 the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d)
16 Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class
17 action is superior to other available methods for the efficient adjudication of the controversy;
18 and (f) the law firm of Brock & Gonzales, LLP ("Class Counsel") is qualified to act as counsel
19 for Plaintiff in her individual capacity and as the representative of the Class.

20 4. The following Class is conditionally certified: any and all persons currently or
21 formerly employed by Defendants as hourly-paid, non-exempt during the Class Period in the
22 State of California. The Class Period is from October 12, 2017 to December 31, 2024.

23 5. Plaintiff is preliminarily appointed as the representative of the Class.

24 6. The Court orders that Simpluris, Inc. is appointed as the Settlement Administrator,
25 and orders the Settlement Administrator to administer the Settlement as set forth in the Amended
26 Settlement Agreement and in accordance with the deadlines set forth below;

27 a. Within seven (7) calendar days of entry of this Order, Defendants shall
28 provide the Settlement Administrator with the Class Data.

1 b. Within fourteen (14) calendar days of receiving the Class Data, the
2 Settlement Administrator shall update the Class Data through the National
3 Change of Address Database and mail the Class Notice to all Class
4 Members via U.S. Mail.

5 c. If any Class Notice is returned, the Settlement Administrator will re-mail
6 the Class Notice using any forwarding address provided or search for an
7 alternate address by way of skip-trace and remail the Class Notice within
8 two (2) business days of receipt.

9 7. The Court approves, both as to form and content, the Court Approved Notice of
10 Class Action and PAGA Settlement and Hearing Date for Final Court Approval (“Class Notice”)
11 attached hereto as “**EXHIBIT A**” and the Request for Exclusion From Class Settlement,
12 Objection to Proposed Settlement, and Workweek / Pay Period Dispute Forms (“Exclusion,
13 Objection, and Dispute Forms”), attached hereto as “**EXHIBIT B**” (together, the Class Notice
14 and Exclusion, Objection, and Dispute Forms are referred to as the “Notice Packet”). Counsel
15 for both Parties, subject to mutual agreement, may make changes to the Notice Packet as
16 necessary to administer the Settlement. The Court further finds that the procedure for
17 distributing the Notice Packet (discussed herein and in the Amended Settlement Agreement) is
18 (i) constituted the best practicable notice; (ii) constituted notice that is reasonably calculated,
19 under the circumstances, to apprise Class Members of the pendency of the Action, and their
20 right to exclude themselves from or object to the proposed settlement and to appear at the Final
21 Approval Hearing; (iii) is reasonable and constituted due, adequate, and sufficient notice to all
22 persons entitled to receive notice; and (iv) met all applicable requirements of California law,
23 due process, and any other applicable rules or law;

24 a. The Notice Packet will inform Class Members that unless they submit a
25 Request for Exclusion Form in accordance with the requirements set forth
26 in the Class Notice: they will be Participating Class Members; they will
27 receive an Individual Class Payment under the Agreement; and they will
28 be bound by the release of Released Class Claims.

- 1 b. The Notice Packet will inform Aggrieved Employees that they will receive
2 an Individual PAGA Payment under the Agreement and will be bound by
3 the release of Released PAGA Claims.
- 4 c. The Notice Packet will inform Class Members of their right to object to
5 the Settlement and the procedure for doing so.
- 6 d. The Notice Packet shall include a statement as to the number of
7 Workweeks they worked during the Class Period and/or PAGA Period, an
8 explanation for how the Workweeks will be used to calculate the
9 Individual Class Payments and Individual PAGA Payments, and of the
10 procedure for how to dispute the number of Workweeks attributed to them,
11 including by utilization of the Workweek / Pay Period Dispute Form in the
12 Notice Packet.

13 8. All proceedings and all litigation of the Action is stayed pending the Final
14 Approval Hearing.

15 9. The preliminary approval of the Settlement, certification of the Class, and all
16 actions associated with them, are undertaken on the condition that they shall be vacated if the
17 Amended Settlement Agreement is terminated or final approval of the Settlement is denied, or
18 any appellate court and/or other court of review in which event the Amended Settlement
19 Agreement and the fact that it was entered into shall not be offered, received, or construed as an
20 admission or as evidence for any purpose, including but not limited to an admission by any Party
21 of liability or non-liability or of the certifiability of a litigation class or the appropriateness of
22 maintaining a representative action.

23 10. A Final Approval Hearing shall be held before this Court on October 15, 2026 at
24 2:00 p.m. in Department CX102 of the Superior Court of California for the County of Orange,
25 located at the 751 West Santa Ana Blvd., Santa Ana, California 92701, to determine all
26 necessary matters concerning the Settlement, including: whether the proposed settlement of the
27 action on the terms and conditions provided for in the Settlement is fair, adequate, and
28 reasonable and should be finally approved by the Court; whether a judgment, as provided in the

1 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement
2 should be approved as fair, adequate, and reasonable to the Class Members; and determine
3 whether to finally approve the requests for Class Counsel Fees Payment, Class Counsel
4 Litigation Expense Payment, PAGA Penalties, Class Representative Service Payment, and
5 Administration Expenses Payment.

6 11. Class Counsel shall file a motion for final approval of the Settlement and for the
7 allocations of Class Counsel Fees, Class Counsel Expense, PAGA Penalties, Class
8 Representative Service Payment, and Administration Expenses Payment, along with the
9 appropriate declarations and supporting evidence, including the Settlement Administrator's
10 declaration, by September 22, 2026, to be heard at the Final Approval Hearing.

11 12. The Court shall retain jurisdiction over the Parties, the Action, and the Settlement,
12 pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h),
13 solely for purposes of (i) enforcing the Settlement Agreement and/or Judgment, (ii) addressing
14 settlement administration matters, and (iii) addressing such post-Judgment matters as are
15 permitted by law.

16 **IT IS SO ORDERED.**

17
18 Dated: _____, 2026

Honorable Layne H. Melzer
Judge of the Superior Court

EXHIBIT A

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

Coleman v. Resurgence Behavioral Health, LLC, et al.
Orange Superior Court Case No. 30-2021-01225871-CU-OE-CXC

***The Superior Court for the State of California authorized this Notice. Read it carefully.
It is not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against 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”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant Rebecca Coleman (“Plaintiff”) and seeks payment of (1) wages and other relief for a class of all persons currently or formerly employed by Defendants as hourly-paid, non-exempt during Class Period (i.e., from October 12, 2017 to December 31, 2024.) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all persons currently and formerly employed by Defendants as hourly-paid, nonexempt during the PAGA Period (i.e., October 12, 2020 to December 31, 2024) (“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”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (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 didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4.c. of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Released Class Claims (defined below) 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, you 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 OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and 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 Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Workweeks and number of PAGA Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4.c. of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due during and upon termination, reimbursable business expenses and failing to provide compliant meal periods and rest breaks, accurate itemized wage statements, and maintain requisite payroll records. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action, D. Aaron Brock, *esq.*, Erica Gonzales, *esq.*, and Joseph D. Parsons, *esq.* of Brock & Gonzales, LLP (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend that they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by settling the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants has agreed to pay a fair, reasonable, and adequate amount

considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- a. Defendants will pay \$1,000,000 as the Gross Settlement Amount (“Gross Settlement”). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administration Expenses Payment, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement in three payments (50% within sixty (60) calendar days of the Effective Date, 25% one hundred twenty (120) calendar days after the first payment, and 25% one hundred twenty (120) calendar days after the second payment). The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - 1) Up to \$333,333.33 to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - 2) Up to \$10,000 to Plaintiff Coleman as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - 3) Up to \$11,000 to the Administrator for services administering the Settlement.
 - 4) Up to \$100,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Workweeks.

- d. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholding for employee payroll taxes and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. 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 these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [forty-five days from preliminary approval], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [forty-five days from preliminary approval] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. You may elect to use the Request for Exclusion From Class Settlement Form, attached to this Notice. 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.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who are also Aggrieved Employees can exclude themselves from the Class Settlement (Non-Participating Class Members) but will remain eligible for Individual PAGA Payments and are required to give up their right to assert Released PAGA claims against Defendants.

- g. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
- h. Administrator. The Court has appointed a neutral company, Simpluris (the

“Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide disputes over Workweeks and/or Pay Periods, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

- i. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

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, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, during the Class Period and based on the facts stated in the Complaint. Except as set forth below, 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.

“Released Parties” means Defendants and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

- j. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, along with the LWDA, cannot sue, continue to sue or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All 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 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and the PAGA Notice.

“Released Parties” means Defendants and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. 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.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing 25% of the PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants’ records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. You may elect to use the Workweek / Pay Period Dispute Form, attached to this notice. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending written evidence. The Administrator will accept Defendants’ calculation of Workweeks based on Defendants’ records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants’ Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator’s contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. You may elect to use the Request for Exclusion From Class Settlement Form, attached to this notice. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Coleman. v. Resurgence Behavioral Health, LLC, et al.* and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [forty-five days from preliminary approval], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. Prior to the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees, Attorneys' Litigation Expenses and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amounts Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) or the Court's website: <https://www.occourts.org/>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [forty-five days from preliminary approval].** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action (*Coleman v. Resurgence Behavioral Health, LLC, et al.*) and include your name, current address, telephone number and approximate dates of employment for Defendants and sign the objection. You may elect to use the Objection to Proposed Settlement Form, attached to this notice. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time)

in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Blvd, Santa Ana, California 92701 and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Simpluris's website at (url).

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website and entering the Case Number for the Action, Case No. 30-2021-01225871-CU-OE-CXC.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Joseph D. Parsons

jp@brockgonzales.com

Brock & Gonzales, LLP

6701 Center Drive West, Ste. 610

Telephone: (310) 294-9595

Settlement Administrator:

Name of Company: Simpluris, Inc.

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund online at https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing **address**.

EXHIBIT B

REQUEST FOR EXCLUSION FROM CLASS SETTLEMENT

Coleman v. Resurgence Behavioral Health, LLC, et al.

Orange County Superior Court Case No. 30-2021-01225871-CU-OE-CXC

I understand that by signing and submitting this Request for Exclusion, I am asking to be excluded (opt out) of the Class Settlement in this Action. I understand that if I exclude myself, I will not receive an Individual Class Payment, but I will keep the right to bring my own lawsuit against Defendants for wage and hour claims arising during the Class Period. I further understand that I cannot exclude myself from the PAGA portion of the Settlement and will still be bound by the release of PAGA claims.

Full Name: _____

Current Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Approximate Dates of Employment with Defendants: _____

Last Four Digits of Social Security Number: _____

☐ I request to be excluded from the Class Settlement in *Coleman v. Resurgence Behavioral Health, LLC, et al.*

Date: _____

Signature: _____

OBJECTION TO PROPOSED SETTLEMENT

Coleman v. Resurgence Behavioral Health, LLC, et al.

Orange County Superior Court Case No. 30-2021-01225871-CU-OE-CXC

I am a Participating Class Member and do not wish to exclude myself from the Class Settlement. I submit this Objection to inform the Court of my disagreement with some or all aspects of the proposed Settlement.

Full Name: _____

Current Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Approximate Dates of Employment with Defendants: _____

Last Four Digits of Social Security Number: _____

MY OBJECTION:

(Explain what part(s) of the Settlement you object to, the reasons why, and provide any facts to support your objection. Attach additional pages if needed.)

Date: _____

Signature: _____

WORKWEEK / PAY PERIOD DISPUTE FORM

Coleman v. Resurgence Behavioral Health, LLC, et al.

Orange County Superior Court Case No. 30-2021-01225871-CU-OE-CXC

According to the Notice of Settlement, Defendants' records show that I worked:

_____ Class Workweeks during the Class Period (October 12, 2017 – December 31, 2024); and

_____ PAGA Pay Periods during the PAGA Period (October 12, 2020 – December 31, 2024).

I disagree with Defendants' records and submit this dispute. I believe I actually worked:

_____ Class Workweeks during the Class Period

_____ PAGA Pay Periods during the PAGA Period

EVIDENCE SUPPORTING MY DISPUTE (attach copies, not originals):

☐ Pay stubs

☐ Wage statements

☐ Timesheets

☐ Other documents: _____

Full Name: _____

Current Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Approximate Dates of Employment with Defendants: _____

Last Four Digits of Social Security Number: _____

Date: _____

Signature: _____