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Attorneys for Defendants
 Crestwood Behavioral Health, Inc. and Helios Healthcare,
 LLC jointly doing business as Idylwood Care Center

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

BRIGIT NAVARRO, an individual and on
 behalf of all others similarly situated,

Plaintiff,

vs.

CRESTWOOD BEHAVIORAL HEALTH,
 INC., a Delaware corporation doing business as
 IDYLWOOD CARE CENTER; HELIOS
 HEALTHCARE, LLC, a California limited
 liability company doing business as
 IDYLWOOD CARE CENTER; and DOES 1
 through 100 inclusive,

Defendants.

) Case No. 34-2021-00312914

) Assigned for All Purposes To:

) Judge: Jill H. Talley

) Dept: 23

) **JOINT STIPULATION OF PAGA
 SETTLEMENT**

) Action Filed: December 17, 2021

1 This Joint Stipulation of PAGA Settlement is made by and between plaintiffs Brigit
2 Navarro and Thaddius Mueller, on behalf of themselves, the State of California, and for all
3 similarly aggrieved employees, on the one hand, and defendants Crestwood Behavioral Health, Inc.
4 and Helios Healthcare, LLC jointly doing business as Idylwood Care Center on the other hand,
5 subject to the following terms and conditions and the approval of the Court in accordance with
6 California Labor Code section 2699(1)(2).

7 **DEFINITIONS**

8 1. **“Action”** means the civil action titled *Brigit Navarro, an individual and on behalf of*
9 *all others similarly situated v. Crestwood Behavioral Health, Inc., a Delaware corporation doing*
10 *business as Idylwood Care Center; Helios Healthcare, LLC, a California limited liability company*
11 *doing business as Idylwood Care Center; and Does 1 through 100, inclusive, Sacramento Superior*
12 *Court No. 34-2021-00312914.*

13 2. **“Administration Expenses”** means the amount to be paid to the Administrator from
14 the Maximum Settlement Amount for its services in administering the settlement.

15 3. **“Administrator”** means ILYM Group, Inc. or any other third-party settlement
16 administrator agreed to by the Parties and approved by the Court for the purposes of administering
17 this Settlement.

18 4. **“Agreement,” “Settlement,” and/or “Settlement Agreement”** means this Joint
19 Stipulation of PAGA Settlement.

20 5. **“Court”** refers to the court having jurisdiction over the Action, which is presently
21 the Sacramento County Superior Court.

22 6. **“Defendants”** means Crestwood Behavioral Health, Inc. and Helios Healthcare,
23 LLC jointly doing business as Idylwood Care Center.

24 7. **“Defense Counsel”** means Corey J. Cabral and Sander van der Heide of the law
25 firm CDF Labor Law LLP.

26 8. **“Effective Date”** means the date of the Court’s order granting Approval of the
27 Settlement and Judgment in the absence of any objection or intervention to the Settlement. If an
28 objection or intervention to the Settlement is filed and not later withdrawn, the Effective Date is the

1 later of the following events: (i) when the period for filing any appeal, writ or other appellate
2 proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate
3 proceeding having been filed; or (ii) any appeal, writ or other appellate proceeding opposing the
4 Settlement has been dismissed finally and conclusively with no right to pursue further remedies or
5 relief; or any appeal, writ or other appellate proceeding has upheld the Court's final order with no
6 right to pursue further remedies or relief. In this regard, in the event an objection or intervention is
7 filed and not later withdrawn, the Parties hereby state their intention that the Settlement will not
8 become effective until the Court's order granting approval of the Settlement is completely final,
9 and there is no further recourse by any appellant or objector who seeks to contest the finality of the
10 Settlement.

11 9. **"Individual PAGA Award(s)"** means the PAGA Members' pro-rata shares of
12 twenty-five percent (25%) of the Net Settlement Amount. The pro-rata shares are calculated by dividing
13 twenty-five percent of the Net Settlement Amount by the total number of pay periods all PAGA Members
14 worked during the PAGA period and then multiplying by the number of pay periods each PAGA
15 Member worked during the PAGA period.

16 10. **"LWDA"** means the California Labor and Workforce Development Agency.

17 11. **"LWDA Payment"** means the seventy-five percent (75%) of the Net Settlement
18 Amount to be paid to the LWDA under the Agreement.

19 12. **"Maximum Settlement Amount"** means One Million Eight Hundred Thousand
20 Dollars (\$1,800,000), which is inclusive of the Individual PAGA Awards, LWDA Payment,
21 Plaintiffs' Enhancement Payments, PAGA Counsel's Attorneys' Fees and Costs, and
22 Administration Expenses. It is understood and agreed that the Maximum Settlement Amount is the
23 total amount to be paid by Defendants as provided by this PAGA Settlement and shall not exceed
24 \$1,800,000.

25 13. **"Net Settlement Amount"** means the amount from the Maximum Settlement
26 Amount that is available for distribution as the LWDA Payment and Individual PAGA Awards for
27 PAGA Members after deducting (1) PAGA Counsel's Attorneys' Fees and Costs; (2)
28 Administration Expenses; and (3) Plaintiffs' Enhancement Payments.

14. **“Operative Complaint”** means the Second Amended Complaint to be filed in the Action.

15. **“PAGA”** means California’s Labor Code Private Attorneys General Act, Cal. Lab. Code § 2699, et seq.

16. **“PAGA Class”** and **“PAGA Member(s)”** mean all persons employed by Defendants in an hourly, non-exempt position in California during the PAGA Period.

17. **“PAGA Counsel”** means David D. Bibiyan and Vedang J. Patel of the law firm Bibiyan Law Group P.C.

18. **“PAGA Counsel’s Attorneys’ Fees and Costs”** means the Court-approved attorneys’ fees, expenses, and costs incurred by PAGA Counsel for PAGA Counsel’s litigation and resolution of the Action.

19. **“PAGA Period”** means from March 1, 2021 through the Effective Date.

20. **“Parties”** means Plaintiffs and Defendants collectively.

21. **“Pay Period(s)”** refers to the number of pay periods a PAGA Member worked for Defendants as a non-exempt or hourly-paid employee in California during the PAGA Period, excluding any pay period(s) during which the PAGA Member did not work or was on a leave of absence. Each PAGA Member will be credited with at least one (1) pay period.

22. **“Plaintiffs”** mean Brigit Navarro and Thaddius Mueller on behalf of themselves and their respective heirs, representatives, successors, and assigns.

23. **“Plaintiffs’ Enhancement Payment(s)”** means, subject to Court approval, Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Maximum Settlement Amount for each of the Plaintiffs in recognition of their effort and work in prosecuting the Action and in consideration for individual general releases of all claims with a waiver of California Code of Civil Procedure Section 1542.

24. **“Released Claims”** means all claims for civil penalties pursuant to PAGA that were alleged, or reasonably could have been alleged, based on the factual allegations in the Operative Complaint and the PAGA Notices, including, without limitation, all claims related to (1) off-the-clock work, (2) time rounding, (3) unpaid minimum wages, (4) unpaid regular wages, (5) unpaid

overtime, (7) donning and doffing of uniforms and/or safety equipment, (8) regular rate of pay, (9) meal periods, meal period premiums, and meal period auto deductions, (10) rest breaks, rest break premiums, and cooldown rest periods, (11) wage statements, (12) failure to keep records, (13) timely payment of wages at separation, (14) timely payment of wages during employment, (15) split shift premiums, (16) reporting time pay, (17) business expense reimbursement, (18) paid sick leave, (19) suitable seating, (20) inspection of employment records, (21) alternative workweek schedule, (22) misclassification of independent contractors and any other Labor Code violations that were alleged, or could have been alleged, in the Operative Complaint and the PAGA Notices, which includes, but is not limited to, alleged violations of Labor Code sections 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204.1, 204.2, 205, 205.5, 206.5, 210, 212, 218.6, 221, 222, 222.5, 223, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 231, 232, 232.5, 233, 234, 245, 246, 351, 353, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 450, 510, 511, 512, 551, 552, 558, 1101, 1102, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1290, 1292, 1293, 1294.1, 1301, 1391, 1475, 1527, 1695.55, 1696.5, 1700.31, 1771, 1774, 1776, 1811, 1815, 2673, 2800, 2810.5, 2802, 3366, 3457, 6402, 6403, 6409.6, 8397.4, during the PAGA Period.

25. **“Released Parties”** means (i) Defendants, (ii) Defendants’ past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past and present shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

FACTUAL BACKGROUND

Navarro Matter

26. Plaintiff Navarro filed a letter with the LWDA on December 16, 2021, alleging various wage and hour violations by Defendants.

27. On December 17, 2021, Plaintiff Navarro filed a civil complaint in the Sacramento Superior Court alleging various wage and hour violations.

28. On May 13, 2022, Plaintiff Navarro filed a first amended complaint entitled *Brigit Navarro, an individual and on behalf of all others similarly situated v. Crestwood Behavioral Health, Inc., a Delaware corporation doing business as Idylwood Care Center; Helios Healthcare, LLC, a California limited liability company doing business as Idylwood Care Center; and Does 1 through 100, inclusive*, Sacramento Superior Court Case No.: 34-2021-00312914, alleging the following claims: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to indemnify business expenses; (8) failure to timely pay wages; (9) unfair competition; and (10) civil penalties under the Private Attorneys General Act

29. On October 14, 2022, the Court in the Action granted Defendants' motion to compel arbitration of Plaintiff Navarro's individual PAGA claims, dismissed Plaintiff Navarro's class claims, and stayed Plaintiff Navarro's non-individual PAGA claims.

30. On November 21, 2022, Plaintiff Navarro initiated arbitration of her individual wage and hours claims entitled *Brigit Navarro v. Crestwood Behavioral Health, Inc.; Helios Healthcare LLC jointly doing business as Idylwood Care Center* JAMS Ref. No. 5130000275 ("Navarro Action").

31. The action has been actively litigated in arbitration. There have been on-going investigations, and there has been an exchange of extensive documentation and information.

32. On February 12, 2025, the Parties participated in a mediation with well-respected mediator Todd A. Smith. Settlement discussions continued following the mediation with the assistance of the mediator and the Parties reached a settlement of the claims in the Action as specified in this Agreement.

Mueller Matter

33. Plaintiff Mueller filed a letter with the LWDA on August 29, 2024, alleging various wage and hour violations by Defendants.

34. On June 21, 2024, Plaintiff Mueller initiated arbitration of his individual wage and hours claims entitled *Thaddius Mueller v. Crestwood Behavioral Health, Inc.; Helios Healthcare LLC jointly doing business as Idylwood Care Center* JAMS Ref. No. 5200001515.

35. On November 4, 2024, Plaintiff Mueller filed a civil complaint entitled *Thaddius Mueller, as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act v. Crestwood Behavioral Health, Inc., a Delaware corporation; Helios Healthcare, LLC, a California limited liability company; Idylwood Care Center; and Does 1 through 100, inclusive*, Napa Superior Court Case No.: 24CV001932, alleging a claim under PAGA for all other aggrieved employees based on: (1) off-the-clock work, (2) time rounding, (3) unpaid minimum wages, (4) unpaid regular wages, (5) unpaid overtime, (7) donning and doffing of uniforms and/or safety equipment, (8) regular rate of pay, (9) meal periods, meal period premiums, and meal period auto deductions, (10) rest breaks, rest break premiums, and cooldown rest periods, (11) wage statements, (12) failure to keep records, (13) timely payment of wages at separation, (14) timely payment of wages during employment, (15) split shift premiums, (16) reporting time pay, (17) business expense reimbursement, (18) paid sick leave, (19) suitable seating, (20) inspection of employment records, and (21) alternative workweek schedule.

INADMISSIBILITY OF SETTLEMENT AGREEMENT/DENIAL OF LIABILITY

36. **No Determination on the Merits.** There has been no determination on the merits of the Action, but, in order to avoid additional cost and the uncertainty of litigation, it is the desire of the Parties to fully, finally, and forever settle, compromise, discharge, and release of any and all disputes and claims against the Released Parties arising from or related to the Action.

37. **Defendants Denies Liability and Wrongdoing.** This Agreement represents a full and good-faith compromise and settlement of highly disputed claims. Nothing in this Agreement or any statement or conduct in furtherance of the Settlement is intended or will be construed as an admission by Defendants that Plaintiffs' claims have merit or that Defendants have any liability to Plaintiffs or any PAGA Members. Defendants deny any liability and wrongdoing of any kind associated with the alleged claims. Defendants further deny that, for any purpose other than settlement, Plaintiffs' claims are appropriate for representative treatment. Defendants contend that they have complied with California and Federal employment laws at all times and that employees have been paid all wages owed.

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SETTLEMENT AMOUNT

38. **Maximum Settlement Amount.** In consideration for the resolution and release of claims provided for by this Settlement, Defendants will pay the Maximum Settlement Amount of One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00), which is inclusive of all amounts Defendants are required to pay under the Settlement. The Maximum Settlement Amount is non-reversionary and will be used for the payment of the following:

A. Administration Expenses. The Administrator will be paid for the costs of administration of the Settlement from the Maximum Settlement Amount. The Administration Expenses have been estimated by the Administrator to be approximately Nineteen Thousand Nine Hundred Fifty Dollars (\$19,950.00).

B. PAGA Counsel's Attorneys' Fees and Costs. Defendants agree not to oppose or object to any application or motion by PAGA Counsel for attorneys' fees not to exceed thirty-five percent (35%) of the Maximum Settlement Amount, which unless increased pursuant to this Agreement, is Six Hundred and Thirty Thousand Dollars and Zero Cents (\$630,000.00), plus reasonable costs and expenses not to exceed Sixty Thousand Dollars (\$60,000.00), subject to approval by the Court. This Agreement is not contingent upon the Court awarding PAGA Counsel any particular amount in attorneys' fees and costs. If the Court reduces or does not approve the requested PAGA Counsel's Attorneys' Fees and Costs, the Agreement will remain binding on the Parties. Any amount requested by PAGA Counsel for the PAGA Counsel's Attorneys' Fees and Costs and not granted by the Court will be added to the Net Settlement Amount and be distributed as provided in this Agreement. The Administrator will issue an IRS Form 1099-MISC to PAGA Counsel for the payments made pursuant to this paragraph.

C. Plaintiffs' Enhancement Payments. Defendants agree not to oppose or object to any application or motion by PAGA Counsel for enhancement payments not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) for each of the Plaintiffs in recognition of their effort and work in prosecuting the Action and in consideration for individual general releases of all claims with a waiver of California Code of Civil Procedure

1 Section 1542. Plaintiffs' Enhancement Payments are a part of, and are to be deducted
2 from, the Maximum Settlement Amount. If the Court approves enhancement payments
3 to Plaintiffs in amounts less than that set forth above, the difference between the amount
4 set forth above and the amounts approved by the Court will be added to the Net
5 Settlement Amount and distributed as provided in this Agreement. In addition to the
6 Court-approved Plaintiffs' Enhancement Payments, Plaintiffs will receive their pro-rata
7 Individual PAGA Award. The Administrator will issue IRS Forms 1099-MISC for the
8 Plaintiffs' Enhancement Payments. Plaintiffs assume full responsibility and liability for
9 taxes owed on Plaintiffs' Enhancement Payments.

10 D. Net Settlement Amount. The Administrator will distribute the Net Settlement Amount as
11 follows:

- 12 i. LWDA Payment. Subject to Court approval, and per California Labor Code
13 section 2699(i), the Administrator will mail the LWDA Payment (75% of the
14 Net Settlement Amount) to the LWDA along with a copy the Order Granting
15 Approval of the Settlement to the LWDA.
- 16 ii. Individual PAGA Awards. Subject to Court approval, and per California Labor
17 Code section 2699(i), the Administrator will distribute the remaining 25% of the Net
18 Settlement Amount as Individual PAGA Awards to PAGA Members on a pro-rata
19 basis based on the number of pay periods worked by all PAGA Members during
20 the PAGA Period, excluding any pay period(s) during which the PAGA Member
21 did not work or was on a leave of absence. Each PAGA Member will be credited
22 with at least one (1) pay period. The Administrator will calculate the number of
23 pay periods worked by the PAGA Members during the PAGA Period, and the
24 amount to be paid to PAGA Members per pay period based on information to be
25 provided by Defendants. The Administrator will issue IRS Forms 1099-MISC
26 to PAGA Members for their Individual PAGA Awards.

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1 **39. Increase in Estimated Pay Periods**

2 Defendants estimate that there are 295,000 pay periods worked during the PAGA Period.
3 In the event the number of pay periods worked by PAGA Members during the PAGA Period
4 exceeds 324,500 (i.e. an increase greater than 10% of the 295,000 estimated pay periods),
5 Defendants may elect to either: (1) shorten the PAGA Period to a time frame where the number of
6 pay periods does not exceed 324,500 pay periods, or (2) increase the Maximum Settlement Amount
7 by multiplying the pay periods in excess of 324,500 by the Pro Rata Amount. The Pro Rata
8 Amount shall be calculated by dividing the \$1,800,000.00 by 295,000, which amounts to \$6.10..
9 Thus, for example, should there be 350,000 pay periods in the PAGA Period, then the Gross
10 Settlement Amount shall be increased by \$155,550.00 ((350,000 pay periods – 324,500 pay
11 periods) x \$6.10 per Pay Period.) If Plaintiffs fail to comply with the timelines set out in paragraphs
12 47 and 48(a), the escalator clause shall be tolled and any whole or partial pay periods falling within
13 the tolling period will not be considered for determining whether the 10% threshold has been
14 exceeded.

15 **40. Taxability of Settlement Payments.** Plaintiffs, PAGA Counsel, and the PAGA
16 Members are each solely responsible for correctly characterizing any payments made pursuant to
17 this Agreement for tax purposes and for paying any taxes on the amounts received. Defendants
18 make no representations as to the taxability of any portions of the settlement payments, and it is
19 understood and agreed that Defendants have made no such representations. Neither PAGA
20 Counsel nor Defense Counsel intend anything in this Agreement to constitute advice regarding
21 taxes or taxability; nothing in this Agreement be relied upon as such within the meaning of United
22 States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

23 **41. Settlement Awards Do Not Trigger Additional Benefits.** It is expressly
24 understood and agreed that the receipt of any payment pursuant to this Agreement will not entitle
25 any PAGA Members or Plaintiffs to additional compensation or benefits under any company
26 bonus, contest or other compensation or benefit plan or agreement in place during the period
27 covered by the Agreement, nor will it entitle them to any increased retirement, 401(k) benefits or
28 matching benefits, or deferred compensation benefits. It is the intent of the Parties that the

payments provided for in this Agreement are the sole payments to be made by Defendants to the PAGA Members and Plaintiffs in connection with this Agreement, and that they are not entitled to any new or additional compensation or benefits as a result of having received the payments provided for in this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

RELEASES

42. **Release By PAGA Members and State of California.** As of the Effective Date, Plaintiffs, all PAGA Members, and the State of California fully, finally, and forever release, compromise, and discharge the Released Parties from the Released Claims for the PAGA Period. This release is binding on the State of California, which includes the LWDA and its departments, divisions, commissions, boards, agencies, and employees, and any of Defendants' current or former employees who may seek to represent the State of California to recover civil penalties pursuant to PAGA based on alleged violations of the Released Claims during the PAGA Period.

43. **No Right to Opt Out of PAGA Release.** The Parties agree that there is no statutory right for any PAGA Member to opt out or otherwise exclude himself or herself from the Agreement.

44. **General Release by Plaintiffs.** As of the Effective Date, Plaintiffs, and each of them, fully, finally, and forever release, compromise, and discharge the Released Parties from all causes of action, claims, judgments, obligations, damages or liabilities of whatever kind and character. Plaintiffs understand and expressly agree that this general release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, which Plaintiffs have or may have against the Released Parties, and all rights under Section 1542 of the California Civil Code are hereby expressly waived. That Section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

1 Plaintiffs acknowledge that they have read this general release, including the waiver of California
 2 Civil Code section 1542, and that they have consulted counsel about the general release and
 3 specifically about the waiver of section 1542, and that they understand the general release and the
 4 section 1542 waiver, and freely and knowingly enters into this Agreement. Plaintiffs acknowledge
 5 that they may later discover facts different from or in addition to those Plaintiffs know or now believe
 6 to be true with respect to the matters released or described in this Agreement, and Plaintiffs agree
 7 that the general release will remain effective in all respects notwithstanding any later discovery of
 8 any such different or additional facts.

9 **45. Labor Code § 206.5 Inapplicable.** It is acknowledged that all settlement awards
 10 made pursuant to this Agreement are on disputed claims and that Plaintiffs and each PAGA
 11 Member will be deemed to have acknowledged and agreed that California Labor Code § 206.5 is
 12 not applicable. That section provides:

13 An employer shall not require the execution of a release of a claim or
 14 right on account of wages due, or to become due, or made as an advance
 15 on wages to be earned, unless payment of those wages has been made. A
 16 release required or executed in violation of the provisions of this section
 shall be null and void as between the employer and the employee.
 Violation of this section by the employer is a misdemeanor.

17 **PROCEDURE FOR COURT APPROVAL OF AGREEMENT**

18 **46. Submission of Settlement to LWDA.** Within 5 calendar days after full execution of
 19 the Agreement and its submission to the Court for approval, PAGA Counsel shall submit the
 20 Agreement to the LWDA through its on-line procedures, and shall provide Defense Counsel with a
 21 copy of the LWDA's acknowledgment of receipt of the Agreement.

22 **47. Filing of Amended Consolidated Complaint.** Within 14 days of full execution of
 23 this Agreement and prior to seeking Court approval of this Agreement, Plaintiffs will file, by
 24 stipulation, an amended consolidated complaint in the Action that adds Thaddius Mueller as an
 25 additional Plaintiff, conforms the PAGA definitions and claims to the Released Claims, and
 26 attaches each of the Plaintiffs' LWDA letters as exhibits.

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1 48. **Agreement Conditioned on Court Approval.** This Agreement is subject to and
2 conditioned upon obtaining Court approval under Labor Code Section 2699(1)(2).

3 a. Within 30 days of full execution of this Agreement, PAGA Counsel shall prepare a
4 motion for approval for filing with the Court consistent with the Sacramento County
5 Superior Court Checklist for Approval of Class Action and/or PAGA Settlements. Plaintiffs
6 agree to provide Defendants with the opportunity to review, and to seriously consider
7 Defendants' comments before filing Plaintiffs' motion for approval. Defendants and
8 Defense Counsel shall cooperate in supplying information and evidence necessary for
9 obtaining Court approval. A draft of the motion shall be provided to Defense Counsel for
10 review and revision at least three (3) business days prior to filing with the Court. Upon
11 Court approval, a final Order and Judgment in substantially the form attached hereto as
12 **Exhibit A** shall be submitted to the Court for entry. The Court shall maintain jurisdiction
13 over this matter pursuant to California Code of Civil Procedure Section 664.6 as necessary
14 to enforce the terms of the Agreement.

15 b. If the Court does not issue an order approving the Agreement under the specific
16 terms requested, the Parties agree to meet and confer to address the Court's concerns in
17 good faith and determine whether resolution of the claims encompassed by the Agreement
18 can be obtained in a manner consistent with the Court's concerns. The Parties also agree to
19 cooperate in addressing the Court's concerns, including amending this Agreement as is
20 mutually acceptable to the Parties.

21 c. If the Court does not grant approval of the Agreement, or if the Court's final
22 approval of the Agreement is reversed or materially modified on appellate review, then the
23 Agreement will become null and void and the Parties will return to their respective
24 positions in the separate matters as if no Agreement had been reached and Plaintiffs will
25 withdraw the amended consolidated complaint in the Action. A modification of amounts
26 payable as (1) PAGA Counsel's Attorneys' Fees and Costs, (2) Plaintiffs' Enhancement
27 Payments and/or (3) Administration Expenses shall not be deemed a material modification
28 of the Agreement.

1 49. **Submission of Judgment to LWDA.** Within 5 calendar days after Court approval
2 of the Agreement and entry of a final Order and Judgment, PAGA Counsel shall submit the
3 Judgment to the LWDA through its on-line procedures, and shall provide Defense Counsel with a
4 copy of the LWDA's acknowledgment of receipt of the Judgment.

5 **SETTLEMENT FUNDING AND PAYMENT DISBURSEMENTS**

6 50. **PAGA Member Information.** Within 30 calendar days after the Effective Date,
7 Defendants shall provide to the Administrator in spreadsheet form the PAGA Members' names,
8 last-known addresses, social security numbers, and pay period data (number of pay checks issued
9 with non-zero regular hours). The Parties agree the PAGA Members' contact information and
10 Social Security numbers will be used only by the Administrator for the sole purpose of effectuating
11 the Settlement, and will not be provided to Plaintiffs or PAGA Counsel at any time or in any form.
12 The Administrator shall take reasonable steps to protect the confidential and private information of
13 the PAGA Members. To the extent PAGA Counsel possesses or comes to possess the PAGA
14 Members' contact information and/or social security numbers, PAGA Counsel shall immediately
15 return all such information (including copies and data or information derived therefrom), shall not
16 retain copies of such information, and shall not maintain or use such information for any purpose.
17 The spreadsheet shall be based on Defendants' payroll and other business records.

18 51. **Payment of Maximum Settlement Amount.** Within 30 calendar days after the
19 Effective Date, Defendants, on behalf of the Released Parties, will pay to the Administrator the
20 Maximum Settlement Amount. The Administrator will establish a Qualified Settlement Fund
21 ("QSF") for purposes of disbursing the Maximum Settlement Amount per the terms of this
22 Agreement. The Administrator will undertake all required withholding, remittances, reporting of
23 taxes, and issuance of the appropriate tax forms for payments required under this Agreement in
24 accordance with local, state, and federal laws.

25 52. **Default on Payment.** Defendants' failure to timely pay to the Administrator the
26 Maximum Settlement Amount will be considered a default. In the event Defendants fail to timely
27 fund the Maximum Settlement Amount, the Administrator will provide notice to PAGA Counsel
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1 and Defense Counsel within 3 business days of the missed payment. Thereafter, Defendants will
2 have 7 calendar days to cure the default and tender payment to the Administrator.

3 **53. Accounting of Disbursement.** Within 45 calendar days after the Effective Date, the
4 Administrator shall provide Defendants with a report listing the amount of all payments to be
5 made.

6 **54. Disbursement of Maximum Settlement Amount.** Within 50 calendar days after
7 the Effective Date, the Administrator shall disburse the Maximum Settlement Amount as specified
8 in this Agreement via first class mail. The Administrator will be responsible for making payment
9 of any court-approved PAGA Counsel's Attorneys' Fee and Costs, any court-approved Plaintiffs'
10 Enhancement Payments, Administration Expenses, the LWDA Payment, Individual PAGA Awards
11 to PAGA Members, and meeting any reporting obligations.

12 **55. Individual PAGA Award Disbursements.** The Administrator will distribute
13 Individual PAGA Awards by way of check(s) mailed to the PAGA Member at the last known
14 address that the Administrator has on file. The Administrator will send a letter to the PAGA
15 Members in substantially the form attached hereto as **Exhibit B** along with the relevant tax forms
16 and the Individual PAGA Award check. Settlement checks shall remain valid and negotiable for
17 180 calendar days from the date of their issuance. Settlement checks provided to PAGA Members
18 shall prominently state the expiration date or a statement that the checks will expire in 180 calendar
19 days, or alternatively, such a statement may be made in a letter accompanying the check. If a
20 settlement check is returned to the Administrator, the Administrator will make all reasonable
21 efforts to re-mail it to the PAGA Member at his or her correct address. If a PAGA Member's
22 settlement letter, Individual PAGA Award, and tax forms are returned as non-deliverable, the
23 Administrator will re-send to the forwarding address, if any, on the returned envelope. If there is
24 no forwarding address, the Administrator will perform one NCOA check and will skip-trace return
25 mail and re-mail the check within three (3) business days of receipt. Upon the deadline to cash the
26 settlement checks, any uncashed/undeliverable checks will automatically be cancelled by the
27 Administrator if not cashed within that time and the funds associated with such cancelled checks
28 will be transmitted to the California State Controller's Office's Unclaimed Property Division to be

57. **Declaration of Compliance.** Within 190 days from the date of issuance of settlement checks, the Administrator will provide a declaration of compliance with the terms of the Agreement and detailing proof of payment and the numbers of cashed and uncashed checks (without disclosing or identifying information of PAGA Members). PAGA Counsel will file the Administrator's declaration of compliance with the Court, as ordered by the Court.

8 58. **Stay of Discovery.** To effectuate the terms of the Settlement, the Parties agree all
9 formal and informal discovery in all matters brought by Plaintiffs are stayed pending Court
10 approval of the Settlement. **Dismissal.** Within 5 days after disbursement of the Maximum
11 Settlement Amount, Plaintiffs will dismiss with prejudice all pending litigation and arbitrations
12 other than the Action.

1 agreement on all Court filings. PAGA Counsel will take all steps necessary to ensure that Plaintiffs
2 are aware of, and will ensure that Plaintiffs adhere to, the restriction against public comment of the
3 Settlement. PAGA Counsel further agrees to cease all affirmative mass communication (oral and
4 written) with the PAGA Members, other than through Court-approved notices. This provision does
5 not prevent PAGA Counsel from communicating with any PAGA Members who may contact
6 PAGA Counsel. Also, nothing in this Agreement restricts PAGA Counsel from disclosing and
7 including all publicly available information regarding this case and the settlement in any
8 documents filed with any court and/or judicial submissions (e.g., CV's, declarations regarding
9 adequacy or experience, etc.).

10 **60. Media Communications / No Attorney Advertising.** The Parties will not initiate
11 any communications (directly or indirectly) with the media regarding the Action. Notwithstanding
12 the foregoing, Plaintiffs and PAGA Counsel may, in response to a communication initiated by the
13 media, direct the inquiring media member to the public records of the Action on file with the Court
14 and respond only with "The matter has been resolved." PAGA Counsel will take all steps
15 necessary to ensure that Plaintiffs are aware of, and will ensure that Plaintiffs adhere to, the
16 restriction against any media comment on the Settlement and its terms. PAGA Counsel also agrees
17 that their law firm will not specifically refer to this case, this settlement, or the names of Released
18 Parties in any advertising or promotional material of any kind on their website, on any social media
19 platform, or in any other written or electronic communications of any kind or nature.

20 **61. No Assignment of Claims.** The Parties and their counsel represent, covenant and
21 warrant that they have not directly or indirectly, assigned, transferred, encumbered or purported to
22 assign, transfer or encumber to any person or entity any portion of any liability, claim, demand,
23 action, cause of action or right herein released and discharged except as set forth herein.

24 **62. Construction.** The Parties agree that the terms and conditions of this Agreement
25 are the result of lengthy, intensive arms-length negotiations between the Parties and this Agreement
26 will not be construed in favor of or against any party by reason of the extent to which any party or
27 his, her, or its counsel participated in the drafting of this Agreement.

28 ///

63. **No Admission.** Nothing contained in this Agreement, nor the consummation of this Agreement, is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of Plaintiffs, Defendants, or Released Parties. Each of the Parties hereto has entered into this Agreement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

64. **No Waiver of Arbitration.** Nothing contained in this Agreement, nor the consummation of this Agreement, is to be construed or deemed a waiver by Defendants or Released Parties of any arbitration agreements with Plaintiffs and/or PAGA Members.

65. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision of it.

66. **Modification and Waiver.** This Agreement may not be changed, altered or modified, except in writing specifically referencing this Agreement, signed by the Parties, and approved by the Court. No rights under this Agreement may be waived except in writing specifically referencing this Agreement, signed by the waiving party or Parties.

67. **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Agreement. The Parties will use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, PAGA Counsel will, with the assistance and cooperation of Defendants and Defense Counsel, take all necessary steps to secure the Court's approval of this Agreement. If the Court does not issue an order approving the Agreement under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns in good faith and determine whether resolution of the claims encompassed by the Agreement can be obtained in a manner consistent with the Court's concerns.

///

68. **Disputes.** Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement that they are unable to resolve cooperatively, the Parties agree to submit any such dispute(s) to mediator Todd Smith. To the extent any party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.

69. **Parties' Authority.** The signatories to this Agreement represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

70. **Agreement Binding on Successors.** This Agreement is binding on and inures to the benefit of the Parties, and the Released Parties, and is binding upon Plaintiffs, all PAGA Members, and the State of California as to all Released Claims during the PAGA Period, and their respective heirs, trustees, executors, administrators, successors and assigns.

71. **Integration Clause.** This Agreement contains the entire agreement between the Parties relating to any and all matters addressed in the Agreement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein.

72. **Attorneys' Fees and Costs.** Except as expressly provided in this Agreement, Defendants and Plaintiffs will each bear their own attorney's fees and costs.

73. **Counterparts.** This Agreement may be executed in counterparts and by original or electronic signatures consistent with the Uniform Electronic Transactions Act (Civil Code § 1633.1-1633.17) sent via PDF through email, and when each party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, will be deemed an original and, when taken together with other signed counterparts, will constitute one Agreement binding upon and effective as to all Parties.

74. **Extension of Deadlines.** If the date by which any court filing, mailing, or deadline is to occur per the terms and conditions of this Agreement falls on a Saturday, Sunday, or legal holiday in the State of California, the date of the court filing, mailing, or deadline is extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

///

1 75. **California Law.** All terms of this Agreement will be governed by and interpreted
2 according to the laws of the State of California.

3 76. **Voluntary Agreement.** The Parties expressly declare and represent that they have
4 read this Agreement and have consulted with counsel, or had the opportunity to consult with
5 counsel, regarding the meaning of the provisions, terms, and conditions contained in this
6 Agreement. The Parties further expressly declare and represent that they fully understand the
7 content and effect of this Agreement, that they approve and accept its terms and conditions, and
8 that the Agreement is executed freely and voluntarily.

9 IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Agreement
10 as of the date(s) set forth below:

11 Dated: 11/17/2025

Brigit Navarro

Plaintiff Brigit Navarro

13 Dated: _____

Plaintiff Thaddius Mueller

Defendant Crestwood Behavioral Health, Inc.

17 Dated: 11/11/2025

Signed by:
Chad Arnold

Name: Chad Arnold

Title: Vice President of Human Resources

Defendant Helios Healthcare, LLC

23 Dated: 11/11/2025

Signed by:
Chad Arnold

Name: Chad Arnold

Title: Vice President of Human Resources

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28 ///

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6 Agreement. The Parties further expressly declare and represent that they fully understand the
7 content and effect of this Agreement, that they approve and accept its terms and conditions, and
8 that the Agreement is executed freely and voluntarily.

9 IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Agreement
10 as of the date(s) set forth below:

11 Dated: _____

Plaintiff Brigit Navarro

12
13 Dated: 11/20/2025
14 _____

Thaddius Shawn Mueller

Plaintiff Thaddius Mueller

15
16
17 Dated: 11/11/2025
18 _____

Defendant Crestwood Behavioral Health, Inc.

Signed by:

Chad Arnold

F4ABF9EA39A94E3...

Name: Chad Arnold

Title: Vice President of Human Resources

19
20
21
22
23 Dated: 11/11/2025
24 _____

Defendant Helios Healthcare, LLC

Signed by:

Chad Arnold

F4ABF9EA39A94E3...

Name: Chad Arnold

Title: Vice President of Human Resources

25
26
27 ///

28 ///

AGREED AS TO FORM AND CONTENT:

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel

Dated: November 20, 2025

David D. Bibiyan
Vedang J. Patel
Attorneys for Plaintiff Brigit Navarro

CDF LABOR LAW LLP

Sander van der Heide

Dated: November 11, 2025

Corey J. Cabral
Sander van der Heide
Attorneys for Defendants Crestwood Behavioral
Health, Inc. and Helios Healthcare, LLC jointly doing
business as Idylwood Care Center

EXHIBIT A

BRIGIT NAVARRO, an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CRESTWOOD BEHAVIORAL HEALTH,
INC., a Delaware corporation doing business as
IDYLWOOD CARE CENTER; HELIOS
HEALTHCARE, LLC, a California limited
liability company doing business as
IDYLWOOD CARE CENTER; and DOES 1
through 100 inclusive,

Defendants.

) Case No. 34-2021-00312914
)
) Assigned for All Purposes To:
) Judge: Jill H. Talley
) Dept: 23
)
)
) **[PROPOSED] ORDER GRANTING**
) **APPROVAL OF PAGA SETTLEMENT**
) **AND JUDGMENT**
)
)
) Action Filed: December 17, 2021
)
)
)
)
)

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

This matter came before the Honorable Jill H. Talley in Department 23 of the above-entitled Court for a hearing on plaintiffs Brigit Navarro and Thaddius Mueller (“Plaintiffs”) Motion for Approval of PAGA Settlement (“Motion for Approval”) on _____. The Court having reviewed the Motion for Approval, the Joint Stipulation of PAGA Settlement (“Agreement” or “Settlement”), the papers, the arguments of counsel, and all other evidence and matters presented, and good cause appearing:

IT IS ORDERED that the Motion for Approval of PAGA Settlement is **GRANTED**, subject to the following findings and orders:

1. All terms used herein have the same meaning as defined in the Agreement.
2. The PAGA Class is defined as: All persons employed by Defendants in an hourly, non-exempt position in an hourly, non-exempt position in California during the PAGA Period (March 1, 2021 through the date of this Order).
3. The Released Parties are defined as: (i) Crestwood Behavioral Health, Inc. and Helios Healthcare, LLC jointly doing business as Idylwood Care Center (“Defendants”), (ii) Defendants’ past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past and present shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.
4. The Court grants approval of the Settlement and finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have satisfied the standards and applicable requirements for approval of this PAGA settlement under California law. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6.
5. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court has considered all of the evidence presented and further finds that the Parties have conducted extensive investigation and research,

and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that the Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has considered the benefits that are being provided as part of the Settlement and the significant value to the State of California and PAGA Members, and the absence of objections to the Settlement by the LWDA. Accordingly, the Court directs that the Settlement be affected in accordance with the Agreement and the following terms and conditions.

6. The Court finds that the request for an award of attorneys' fees in the amount of \$_____ to PAGA Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys' fees to PAGA Counsel are fair and reasonable; and are approved. The Court directs the Administrator to issue payment in the amount of \$_____ to Bibiyan Law Group, P.C. for attorneys' fees, in accordance with the terms of the Agreement.

7. The Court finds that reimbursement of litigation costs and expenses in the amount of \$_____ to Class Counsel is reasonable; and is approved. The Court directs the Administrator to issue payment in the amount of \$_____ to Bibiyan Law Group, P.C. for reimbursement of litigation costs and expenses, in accordance with the terms of the Agreement.

8. The Court finds that Plaintiffs' Enhancement Payment in the amount of \$_____ each, for Plaintiffs' effort and work in prosecuting the Action and in consideration for individual general releases of all claims with a waiver of California Code of Civil Procedure Section 1542 is fair and reasonable; and is approved. The Court directs the Administrator to issue payment of Plaintiff's Enhancement Award in the amount of \$_____ each to Plaintiffs Brigit Navarro and Thaddius Mueller in accordance with the terms of the Agreement.

9. The Court finds that payment of Administration Expenses in the amount of \$_____ to the Administrator is fair, reasonable, and appropriate for the services performed and costs incurred and to be incurred for the settlement administration process; and is approved. The Court directs the Administrator to issue payment of Administration Expenses in the amount of \$_____ to itself, in accordance with the terms of the Agreement.

10. The Court finds the LWDA Payment and Individual PAGA Awards to PAGA Members provided for under the Settlement to be fair and reasonable in light of all of the circumstances. The Court directs the Administrator to calculate and distribute the LWDA Payment to the State of California and Individual PAGA Awards to PAGA Members, in accordance with the terms of the Agreement.

11. The Court directs the Administrator to cancel any Individual PAGA Award checks issued to PAGA Members that are not cashed or deposited within 180 calendar days after they are issued, and transmit the funds associated with such cancelled checks to the California State Controller's Office's Unclaimed Property Division to be held as unclaimed funds in the PAGA Member's name.

12. The Court set a Settlement Compliance Hearing on _____ at 10:30 a.m. to determine compliance with this Order and the distribution of payments in accordance with the terms of the Agreement.

13. The Court directs PAGA Counsel to file an Administrator's Declaration of Compliance and Proof of Payment at least 15 days prior to the Settlement Compliance Hearing.

14. Neither the Settlement nor any of the terms set forth in the Agreement is an admission by Defendants, or any of the other Released Parties, nor is this Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the other Released Parties. Neither this Order and Judgment, the Agreement, any document related to the Settlement, nor any action taken to carry out the Settlement is, may be construed as, or may be used as, an admission by or against Defendants, or any of the other Released Parties, of any fault, wrongdoing or liability. The entering into or carrying out of the Settlement, and any related negotiations or proceedings, will not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendants, or any of the other Released Parties, and will not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order and Judgment, the Agreement, the Released Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding, this Order and Judgment, the Agreement,

and any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense.

15. The Court orders, adjudges and decrees that:

a. Plaintiffs, all PAGA Members, and the State of California fully, finally, and forever release, compromise, and discharge the Released Parties from the Released Claims for the PAGA Period, in accordance with the terms of the Agreement; and

b. Plaintiffs fully, finally, and forever release, compromise, and discharge the Released Parties from all causes of action, claims, judgments, obligations, damages or liabilities of whatever kind and character and waive all rights under California Civil Code section 1542, in accordance with the terms of the Agreement.

16. The Court hereby enters final judgment in accordance with the terms of the Agreement and this Order and Judgment.

17. The Court retains continuing jurisdiction, pursuant to California Rules of Court, Rule 3.769(h) and Code of Civil Procedure section 664.6, to enforce the settlement until performance in full of the terms of the Agreement.

IT IS SO ORDERED ADJUDGED AND DECREED.

The Clerk of the Court is directed to enter this Judgment.

Dated: _____

HONORABLE JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT

EXHIBIT B

<<First Name>> <<Last Name>>
<<Address 1>>
<<Address 2>>

Re: NOTICE OF COURT APPROVED SETTLEMENT

Dear <<Name>>,

This notice is to inform you that on <<DATE OF COURT APPROVAL>> the Court issued an order approving the settlement and release of claims in the case of *Brigit Navarro v. Crestwood Behavioral Health, Inc. doing business as Idylwood Care Center et. al.* (Sacramento County Superior Court Case No. 34-2021-00312914) (“the Lawsuit”).

The Lawsuit sought civil penalties under California’s Labor Code Private Attorneys General Act, Cal. Lab. Code § 2699, et seq (“PAGA”) based on the factual allegations in the Lawsuit for claims related to (1) off-the-clock work, (2) time rounding, (3) unpaid minimum wages, (4) unpaid regular wages, (5) unpaid overtime, (7) donning and doffing of uniforms and/or safety equipment, (8) regular rate of pay, (9) meal periods, meal period premiums, and meal period auto deductions, (10) rest breaks, rest break premiums, and cooldown rest periods, (11) wage statements, (12) failure to keep records, (13) timely payment of wages at separation, (14) timely payment of wages during employment, (15) split shift premiums, (16) reporting time pay, (17) business expense reimbursement, (18) paid sick leave, (19) suitable seating, (20) inspection of employment records, (21) alternative workweek schedule, and (22) misclassification of independent contractors. The Lawsuit sought PAGA penalties on behalf of Plaintiffs Brigit Navarro and Thaddius Mueller (“Plaintiffs”) and other current and former non-exempt employees of Crestwood Behavioral Health, Inc. and Helios Healthcare, LLC jointly doing business as Idylwood Care Center (“Defendants”) who were employed from March 1, 2021 through <<DATE OF COURT APPROVAL>>.

The Court has made no determination on the merits of the claims in the Lawsuit. Defendants deny any liability and wrongdoing of any kind associated with the alleged claims. Defendants contend that they complied at all times with California and Federal law and that their employees have been paid all wages owed. In order to avoid additional cost and the uncertainty of litigation, a settlement has been reached in the Lawsuit.

You have been identified as a person who worked for Defendants from March 1, 2021 through <<DATE OF COURT APPROVAL>>. Based on the number of pay periods you worked from March 1, 2021 through <<DATE OF COURT APPROVAL>>, your individual share of the settlement is \$_____.

You are receiving an IRS form 1099 for your individual share. The settlement check included with this letter is valid for 180 days. Checks not cashed within that time will be canceled and the funds will be sent to the California State Controller’s Office’s Unclaimed Property Division.

As of << DATE OF COURT APPROVAL >>, the date of the Court’s order approving the settlement, you are barred from bringing any claims against (i) Crestwood Behavioral Health, Inc. and Helios Healthcare, LLC jointly doing business as Idylwood Care Center (“Defendants”); (ii) Defendants’ past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past and present shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing (collectively “Released Parties”) for all claims for civil penalties pursuant to PAGA that were alleged, or reasonably could have been alleged, based on the factual allegations in the Operative Complaint and the PAGA Notices, including, without limitation, all claims related to (1) off-the-clock work, (2) time rounding, (3) unpaid minimum wages, (4) unpaid regular wages, (5) unpaid overtime, (7) donning and doffing of uniforms and/or safety equipment, (8) regular rate of pay, (9) meal periods, meal period premiums, and meal period auto deductions, (10) rest breaks, rest break premiums, and cooldown rest periods, (11) wage statements, (12) failure to keep records, (13) timely payment of wages at separation, (14) timely payment of wages during employment, (15) split shift premiums, (16) reporting time pay, (17) business expense reimbursement, (18) paid sick leave, (19) suitable seating, (20) inspection of employment records, (21) alternative workweek schedule, (22) misclassification of independent contractors and any other Labor Code violations that were alleged, or could have been alleged, in the Operative Complaint and the PAGA Notices, which includes, but is not limited to, alleged violations of Labor Code sections 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204.1, 204.2, 205, 205.5, 206.5, 210, 212, 218.6, 221, 222, 222.5, 223, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 231, 232, 232.5, 233, 234, 245, 246, 351, 353, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 450, 510, 511, 512, 551, 552, 558, 1101, 1102, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1290, 1292, 1293, 1294.1, 1301, 1391, 1475, 1527, 1695.55, 1696.5, 1700.31, 1771, 1774, 1776, 1811, 1815, 2673, 2800, 2810.5, 2802, 3366, 3457, 6402, 6403, 6409.6, 8397.4, from March 1, 2021 through << DATE OF COURT APPROVAL >> (collectively “Released Claims”).

In other words, you are barred from ever suing Defendants and the Released Parties with respect to the Released Claims covered by this settlement whether or not you cash your individual share settlement check.

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the Court’s order and/or settlement, you should consult the “Order Granting Approval of PAGA Settlement and Judgment” which can be accessed at the following website << Administrator URL>>.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK
FOR INFORMATION REGARDING THIS SETTLEMENT.**

BY ORDER OF THE SUPERIOR COURT.