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23 *PSYCHIATRY MANAGEMENT, LLC*

24 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

25 **COUNTY OF SACRAMENTO**

26 LASHAUNTA CANDYS, individually, and on
27 behalf of all others similarly situated,

28 Plaintiff,

vs.

COMMUNITY PSYCHIATRY
MANAGEMENT, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants

Case No. 34-2022-00314705

CLASS AND REPRESENTATIVE ACTION

[Hon. Lauri A. Damrell, Dept. 28]

**JOINT STIPULATION RE: SECOND
AMENDED CLASS NOTICE AND
SECOND AMENDED ~~PROPOSED~~
ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed with Second Amended [Proposed]
Order Granting Plaintiff's Motion for
Preliminary Approval of Class Action
Settlement]*

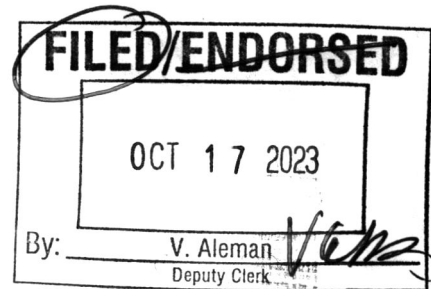
**CONTINUED PRELIMINARY APPROVAL
HEARING:**

Date: September 29, 2023

Time: 9:00 a.m.

Dept: 28

**JOINT STIPULATION RE: SECOND AMENDED CLASS NOTICE AND SECOND AMENDED
~~PROPOSED~~ ORDER GRANTING PLAINTIFF'S MPA OF CLASS ACTION SETTLEMENT**



BY FAX

1 **TO THE COURT, TO ALL PARTIES, AND TO THEIR COUNSEL OF RECORD:**

2 Plaintiff Lashaunta Candys ("Plaintiff") and Defendant Community Psychiatry Management,
3 LLC ("Defendant") (collectively, the "Parties") hereby stipulate and agree, by and through their
4 respective undersigned attorneys, as follows:

5 WHEREAS, on May 19, 2023, Plaintiff filed a Motion for Preliminary Approval of Class
6 Action Settlement ("Plaintiff's Motion") seeking approval of a proposed Settlement Agreement
7 entered into by the Parties, which, once approved, will fully resolve this action in its entirety.

8 WHEREAS, on July 28, 2023, the Court issued a Minute Order adopting its tentative ruling,
9 which identified various concerns with the proposed Settlement Agreement and Class Notice and
10 ordered the Parties to confer and Plaintiff to file supplemental briefs and/or declarations.

11 WHEREAS, the Parties conferred and executed an amended Settlement Agreement and
12 Class Notice (the "Amended Settlement Agreement"), and on September 5, 2023, Plaintiff filed a
13 Supplemental Declaration of Kane Moon in Support of Plaintiff's Motion and an Amended
14 Proposed Order Granting Plaintiff's Motion.

15 WHEREAS, on September 28, 2023, the Court issued a tentative ruling, which tentatively
16 granted Plaintiff's Motion, subject to further clarification at the hearing scheduled for September
17 29, 2023, at 9:00 a.m. in Department 28 of this Court, and which identified continued concerns as
18 to the scope and release of claims and concerns as to the Class Notice instructions regarding
19 Requests for Exclusion.

20 WHEREAS, the Parties have conferred over the Court's continued concerns and have
21 agreed on the language and form of a Second Amended Class Notice and a Second Amended
22 Proposed Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement.
23 Attached hereto as **Exhibit 1** is a true and correct copy of the redlined version of the Second
24 Amended Proposed Order Granting Plaintiff's Motion for Preliminary Approval of Class Action
25 Settlement, a final version of which is being filed concurrently herewith. Attached hereto as
26 **Exhibit 2** is a true and correct copy of the redlined version of the Second Amended Class Notice,
27 a final version of which is attached as **Exhibit A** to the Second Amended Proposed Order Granting
28 Plaintiff's Motion for Preliminary Approval of Class Action Settlement that is being filed

JOINT STIPULATION RE: SECOND AMENDED CLASS NOTICE AND SECOND AMENDED
~~PROPOSED ORDER~~ GRANTING PLAINTIFF'S MPA OF CLASS ACTION SETTLEMENT

1 concurrently herewith.

2 WHEREAS, the Parties agree to further amend the Amended Settlement Agreement as
3 follows (bolded language is for illustrative purposes solely to show the amended language):

4 a. Paragraph 15 of the Settlement Agreement is amended to read as follows: For purposes
5 of this Settlement, "Released PAGA Claims" means **the claims being released as**
6 **described in paragraph 36(d) below."**

7 b. Paragraph 36 of the Settlement Agreement is amended to read as follows: "Upon both
8 **the Settlement's Effective Date** and Defendant's payment of all sums due pursuant
9 to this Settlement, and except as to such rights or claims as may be created by this
10 Settlement, the Class Representatives, the Class and each Class Member who has not
11 submitted a valid and timely request for exclusion as to claims other than the PAGA
12 claim, and each PAGA Employee, regardless of whether they have requested
13 exclusion from the Settlement of Class claims, will release claims as follows:

14 c. Paragraph 36(c) of the Settlement Agreement is amended to read as follows: Claims
15 Released by Settlement Class Members. "Released Class Claims" means that upon
16 **both the Settlement's Effective Date and Defendant's payment of all sums due**
17 **pursuant to this Settlement**, the Participating Class Members will fully release and
18 discharge the Released Parties of the claims stated in the Operative Complaint and
19 those based solely upon the facts alleged in the Operative Complaint, including: (a)
20 failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide
21 meal periods, (d) failure to authorize and permit rest breaks, (e) failure to reimburse
22 business expenses, (f) **failure to timely pay wages upon separation of employment**,
23 (g) failure to provide accurate itemized wage statements, (h) unfair and unlawful
24 competition, and (i) all other claims in the Operative Complaint that were or could
25 have reasonably been brought on an individual or class basis under the California
26 Labor Code, other wage and hour-related statutes or common law, and/or the
27 applicable Wage Orders of the Industrial Welfare Commission ("Released Class
28 Claims"). The time period covered by the Released Class Claims is limited to the Class

1 Period.

2 d. Paragraph 36(d) of the Settlement Agreement is amended to read as follows: Upon
3 **both the Settlement's Effective Date and Defendant's payment of all sums due**
4 **pursuant to this Settlement**, the Released Parties shall be entitled to a release from
5 the State of California and the Labor and Workforce Development Agency, as well as
6 from Plaintiff and all other Aggrieved Employees, of all claims for civil penalties and
7 any other available relief pursuant to Labor Code sections 2698, et seq. ("PAGA"),
8 that were pled or reasonably could have been pled based on the factual allegations in
9 the Operative Complaint filed in the Action and in Plaintiff's administrative
10 exhaustion letter submitted to the LWDA in this Action on January 27, 2022, including
11 specifically, claims for PAGA penalties arising out of or based on alleged: failure to
12 pay minimum wages, failure to pay overtime wages, failure to provide compliant meal
13 - periods, failure to authorize or permit rest periods, failure to provide timely wages
14 upon separation, failure to provide accurate itemized wage statements, failure to
15 maintain accurate payroll records, and unfair business practices ("Released PAGA
16 Claims"). The time period covered by the Released PAGA Claims is limited to the
17 **PAGA Period.**

18 e. Paragraph 37 of the Settlement Agreement is amended to read as follows: Release by
19 Plaintiff and Class Representative. Upon **both the Settlement's Effective Date and**
20 **Defendant's payment of all sums due pursuant to this Settlement**, and except as to
21 such rights or claims as may be created by this Settlement, the Plaintiff and Class
22 Representative, will release claims as follows:

23 WHEREAS, the Parties agree that to prevent further delay in obtaining preliminary
24 approval and setting a date for a final approval hearing, in the interest of judicial economy and for
25 good cause, that in lieu of executing a second amended settlement agreement, the Court's signed
26 order on the Second Amended Proposed Order Granting Plaintiff's Motion for Preliminary
27 Approval of Class Action Settlement shall contain the necessary amendments to the Amended
28 Settlement Agreement.

1 IT IS THEREFORE STIPULATED between the Parties, by and through their respective
2 undersigned counsel, who respectfully request the Court enter an order as follows:

3 1. Approving the Second Amended Proposed Order Granting Plaintiff's Motion for
4 Preliminary Approval of Class Action Settlement that is being filed concurrently herewith, including
5 approval of the Second Amended Class Notice attached as **Exhibit A** thereto as well as approval of
6 the above-identified amendments to Paragraphs 15, 36, 36(c), 36(d), and 37 of the Amended
7 Settlement Agreement.

8
9 **IT IS SO STIPULATED.**

10 Respectfully submitted,

11 Dated: October 5, 2023

MOON LAW GROUP, PC

12 By: Charlotte Mikat-Stevens

13 Kane Moon
14 Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiff Lashaunta Candys

15 Dated: October 4, 2023

GORDON REES SCULLY MANSUKHANI, LLP

17 By: /s/ John D. Sager

18 Mark S. Posard
John D. Sager
Attorneys for Defendant Community
19 Psychiatry Management, LLC

EXHIBIT 1

1 Kane Moon (SBN 249834)
2 Allen Feghali (SBN 301080)
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12 *Attorneys for Plaintiff Lashaunta Candys*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

LASHAUNTA CANDYS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

COMMUNITY PSYCHIATRY
MANAGEMENT, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants

FILED/ENDORSED

OCT 17 2023

By:

V. Aleman
Deputy Clerk

Case No.: 34-2022-00314705

CLASS AND REPRESENTATIVE ACTION

[Hon. Lauri A. Damrell, Dept. 28]

SECOND AMENDED ~~PROPOSED~~
ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

PRELIMINARY APPROVAL HEARING

Date: September 29, 2023

Time: 9:00 a.m.

Dept: 28

Action Filed: January 28, 2022

Trial Date: None set

1 The Court has before it Plaintiff Lashaunta Candys's ("Plaintiff's") Motion for
2 Preliminary Approval of Class Action Settlement. Having reviewed the Motion for
3 Preliminary Approval of Class Action Settlement, the initial and Supplemental Declaration of
4 Kane Moon, the Declaration of Plaintiff Lashaunta Candys, the Joint Stipulation re: Class
5 Action Settlement (which is referred to here as the "Settlement Agreement"), and the Joint
6 Stipulation re: Second Amended Class Notice and Second Amended Proposed Order Granting
7 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and good cause
8 appearing, the Court hereby finds, and orders as follows:

9 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
10 be fair, adequate, and reasonable, and therefore meets the requirements for preliminary
11 approval. The Court grants preliminary approval of the Settlement and the Settlement Class
12 based upon the terms set forth in the Settlement Agreement attached to the Supplemental
13 Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class
14 Action Settlement ("Supplemental Moon Declaration") as Exhibit 2 and as amended by this
15 Order. The Court preliminarily finds that the terms of the Settlement appear to be within the
16 range of possible approval, pursuant to California Code of Civil Procedure § 382 and
17 applicable law.

18 2. The Settlement falls within the range of reasonableness of a settlement which
19 could ultimately be given final approval by this Court, and appears to be presumptively valid,
20 subject only to any objections that may be raised at the Final Approval Hearing and final
21 approval by this Court. The Court notes that Defendant Community Psychiatry Management,
22 LLC ("Defendant") (together with Plaintiff, the "Parties") has agreed to create a common fund
23 of \$865,000.00 to cover: (a) settlement payments to class members who do not validly opt out;
24 (b) a \$60,000.00 allocated to penalties under the Private Attorneys General Act of 2004
25 ("PAGA"), distributed as follows: 25% (\$15,000) to the PAGA Employees and 75% (\$40,000)
26 to the California Labor and Workforce Development Agency (the "LWDA"); (c) a Class
27 Representative service payment of up to \$10,000.00 for Plaintiff; (d) Class Counsel's
28 attorneys' fees, not to exceed 33-1/3% of the Gross Settlement Amount (\$288,333.33), and up

1 to \$35,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e)
2 Settlement Administration costs of up to \$15,000.00.

3 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair
4 and reasonable to the class members when balanced against the probable outcome of further
5 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
6 significant informal discovery, investigation, research, and litigation have been conducted
7 such that counsel for the Parties at this time are able to reasonably evaluate their respective
8 positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would
9 be presented by the further prosecution of the litigation; and (4) the proposed settlement has
10 been reached as the result of intensive, serious, and non-collusive negotiations between the
11 Parties. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered
12 into in good faith.

13 4. A final fairness hearing on the question of whether the proposed settlement,
14 attorneys' fees and costs to Class Counsel, the PAGA payments, and the class representative's
15 enhancement award should be finally approved as fair, reasonable, and adequate as to the
16 members of the class is hereby set in accordance with the Implementation Schedule set forth
17 below.

18 5. The Court provisionally certifies for settlement purposes only the following
19 class (the "Class"): **"All non-exempt employees of Defendant who worked for Defendant**
20 **at any time in California during the Class Period"**. Excluded from the Settlement Class are
21 all persons who properly and timely elect to opt out.

22 6. Having heard from the Parties' respective counsel at the Hearing on Plaintiff's
23 Motion for Preliminary Approval regarding the Court's concerns as to the scope and release of
24 claims and concerns as to the Class Notice instructions regarding Requests for Exclusion, and
25 having reviewed and considered the Parties' Joint Stipulation re: Second Amended Class Notice
26 and Second Amended Proposed Order Granting Plaintiff's Motion for Preliminary Approval of
27 Class Action Settlement concurrently filed herewith, the Court hereby GRANTS the Parties'
28 Joint Stipulation and ORDERS the Settlement Agreement is amended as follows (bolded

1 language is for illustrative purposes solely to show the amended language):

2 a. Paragraph 15 of the Settlement Agreement is amended to read as follows: For
3 purposes of this Settlement, "Released PAGA Claims" means the claims being
4 released as described in paragraph 36(d) below."

5 b. Paragraph 36 of the Settlement Agreement is amended to read as follows: "Upon
6 both the Settlement's Effective Date and Defendant's payment of all sums due
7 pursuant to this Settlement, and except as to such rights or claims as may be
8 created by this Settlement, the Class Representatives, the Class and each Class
9 Member who has not submitted a valid and timely request for exclusion as to
10 claims other than the PAGA claim, and each PAGA Employee, regardless of
11 whether they have requested exclusion from the Settlement of Class claims, will
12 release claims as follows:

13 c. Paragraph 36(c) of the Settlement Agreement is amended to read as follows:
14 Claims Released by Settlement Class Members. "Released Class Claims" means
15 that upon both the Settlement's Effective Date and Defendant's payment of all
16 sums due pursuant to this Settlement, the Participating Class Members will
17 fully release and discharge the Released Parties of the claims stated in the
18 Operative Complaint and those based solely upon the facts alleged in the
19 Operative Complaint, including: (a) failure to pay minimum wages, (b) failure to
20 pay overtime wages, (c) failure to provide meal periods, (d) failure to authorize
21 and permit rest breaks, (e) failure to reimburse business expenses, (f) failure to
22 timely pay wages upon separation of employment, (g) failure to provide accurate
23 itemized wage statements, (h) unfair and unlawful competition, and (i) all other
24 claims in the Operative Complaint that were or could have reasonably been
25 brought on an individual or class basis under the California Labor Code, other
26 wage and hour-related statutes or common law, and/or the applicable Wage
27 Orders of the Industrial Welfare Commission ("Released Class Claims"). The
28 time period covered by the Released Class Claims is limited to the Class Period.

1 d. Paragraph 36(d) of the Settlement Agreement is amended to read as follows:

2 Upon both the Settlement's Effective Date and Defendant's payment of all
3 sums due pursuant to this Settlement, the Released Parties shall be entitled to a
4 release from the State of California and the Labor and Workforce Development
5 Agency, as well as from Plaintiff and all other Aggrieved Employees, of all
6 claims for civil penalties and any other available relief pursuant to Labor Code
7 sections 2698, et seq. ("PAGA"), that were pled or reasonably could have been
8 pled based on the factual allegations in the Operative Complaint filed in the
9 Action and in Plaintiff's administrative exhaustion letter submitted to the LWDA
10 in this Action on January 27, 2022, including specifically, claims for PAGA
11 penalties arising out of or based on alleged: failure to pay minimum wages, failure
12 to pay overtime wages, failure to provide compliant meal periods, failure to
13 authorize or permit rest periods, failure to provide timely wages upon separation,
14 failure to provide accurate itemized wage statements, failure to maintain accurate
15 payroll records, and unfair business practices ("Released PAGA Claims"). The
16 time period covered by the Released PAGA Claims is limited to the PAGA
17 Period.

18 e. Paragraph 37 of the Settlement Agreement is amended to read as follows: Release
19 by Plaintiff and Class Representative. Upon both the Settlement's Effective
20 Date and Defendant's payment of all sums due pursuant to this Settlement, and
21 except as to such rights or claims as may be created by this Settlement, the
22 Plaintiff and Class Representative, will release claims as follows:

23 6.7. - Upon the final approval by the Court of this Settlement both the Settlement's
24 Effective Date and Defendant's payment of all sums due pursuant to this Settlement, and except
25 as to such rights or claims as may be created by this Settlement, the Class Representatives, the
26 Class and each Class Member who has not submitted a valid and timely request for exclusion as
27 to claims other than the PAGA claim, and each PAGA Employee, regardless of whether they
28 have requested exclusion from the Settlement of Class claims, will release claims as follows:

- 1 a. **Identity of Released Parties.** "Released Parties" means the named Defendant,
2 and any of its present and former parents, subsidiaries, affiliates, officers,
3 directors, trustees, members, member managers, owners, employees, former
4 employees, agents, representatives, attorneys, and insurers, including but not
5 limited to Intact Insurance Specialty Solutions Company, and/or any of its and
6 their respective predecessors, successors and assigns, and each of them The Parties
7 intend this definition to be as broad as legally permissible.
- 8 b. **Date Release Becomes Active.** The Released Claims and Released PAGA Claims
9 will be released upon the later of (1) the Settlement's Effective Date, or (2) the
10 satisfaction of Defendant's obligation to provide to the Settlement Administrator a
11 sum in the amount required to satisfy all required payments and distributions
12 pursuant to this Settlement and the Order and Judgment of final approval. Class
13 Members will not release the Released Claims or Released PAGA Claims until both
14 the Effective Date of the Settlement has occurred, and Defendant have paid all
15 amounts owing under the Settlement.
- 16 c. **Claims Released by Settlement Class Members** "Released Class Claims" means
17 that upon ~~the final approval of the Settlement by the Court~~ both the Settlement's
18 Effective Date and Defendant's payment of all sums due pursuant to this Settlement,
19 the Participating Class Members will fully release and discharge the Released Parties
20 of the claims stated in the Operative Complaint and those based solely upon the
21 facts in the Operative Ceomplaint, including: (a) failure to pay minimum wages, (b)
22 failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to
23 ~~provide authorize and permit~~ rest breaks, (e) ~~failure to pay vested vacation,~~ (f) failure
24 to reimburse business expenses, (fg) failure to ~~failure to~~ timely pay wages upon
25 separation of employment, (gh) ~~failure~~ to provide accurate itemized wage statements,
26 (hi) unfair and unlawful competition, and (ij) all other claims in the Operative
27 Ceomplaint that were or could have reasonably been brought on an individual or
28 class ~~or PAGA~~ basis under the California Labor Code, ~~or~~ other wage and hour-related

1 statutes or common law, ~~including but not limited to Labor Code sections 200, 201,~~
2 ~~202, 203, 204, 210, 218.5, 218.6, 222, 226, 226.2, 226.3, 226.7, 432, 510, 512, 558,~~
3 ~~1102.5, 1174, 1174(3), 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5,~~
4 ~~1199, 6400, 6401, 6402, 6403, 6404, 6407, and/or~~ the applicable Wage Orders of the
5 Industrial Welfare Commission: (“Released Class Claims”). The time period covered
6 by the Released Class Claims is limited to the Class Period.

7 d. **PAGA Release.** Upon ~~Court approval of the Settlement~~ both the Settlement’s
8 Effective Date and Defendant’s payment of all sums due pursuant to this
9 Settlement, Defendant the Released Parties shall be entitled to a release from
10 the State of California and the Labor and Workforce Development Agency, as
11 well as from ~~the Plaintiff and all other~~ Aggrieved Employees, of all claims for
12 ~~civil penalties and any other available relief~~ pursuant to Labor Code sections
13 ~~2698, et seq. (“PAGA”), that were pled or reasonably could have been pled~~
14 ~~based on the factual allegations in Operative First Amended Complaint filed in~~
15 ~~the Action and in Plaintiff’s administrative exhaustion letter submitted to the~~
16 LWDA letter in this Action on January 27, 2022, including specifically, claims
17 for PAGA penalties arising out of or based on alleged: failure to pay minimum
18 wages, failure to pay overtime wages, failure to provide compliant meal periods,
19 ~~failure to provide compliant~~ authorize or permit rest periods, ~~failure to provide~~
20 ~~timely wages,~~ failure to provide timely wages upon separation, failure to
21 provide accurate itemized wage statements, ~~and/or~~ failure to maintain accurate
22 payroll records, and unfair business practices (“Released PAGA Claims”). The
23 time period covered by the Released PAGA Claims is limited to the PAGA
24 Period. ~~This release includes all claims for civil penalties arising under the~~
25 ~~California Labor Code, including but not limited to Labor Code sections 200,~~
26 ~~201, 202, 203, 204, 210, 218.5, 218.6, 222, 226, 226.2, 226.3, 226.7, 432, 510,~~
27 ~~512, 558, 1102.5, 1174, 1174(3), 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5,~~
28 ~~1198, 1198.5, 1199, 6400, 6401, 6402, 6403, 6404, 6407, and the applicable~~

~~Wage Orders of the Industrial Welfare Commission. The release shall include the Defendant and all of its parent, subsidiary, affiliated and related companies and entities, as well as its/their officers, directors, investors, owners, shareholders, employees, partners, members, agents, and attorneys, and any entities or partnerships with which they are affiliated, past or present.~~

~~7-8.~~ The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Settlement Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

~~8-9.~~ The Court appoints, for settlement purposes only, Lashaunta Candys, as Class Representative.

~~9-10.~~ The Court appoints, for settlement purposes only, Moon Law Group, PC, as Class Counsel. The Court further preliminary approves Class Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount (\$288,333.33), and reimbursement for actual litigation costs not exceeding \$35,000.00. In the event the amount of fees approved by the Court is less than the amount requested, the difference will revert to Participating Class Members. Likewise, in the event the amount of costs is below the \$35,000 maximum allocation, or if the amount approved by the Court is less than the amount requested amount, the difference will revert to Participating Class Members.

~~10-11.~~ The Court appoints ILYM Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$15,000.00. In the event the amount of costs approved by the Court is less than the amount requested, the difference will revert to Participating Class Members.

~~11-12.~~ The Court approves, as to form and content the Notice, attached as **Exhibit A**

1 ~~hereto the Settlement Agreement.~~ The Court finds on a preliminary basis that plan for
2 distribution of the Notice to Settlement Class Members satisfies due process, provides the best
3 notice practicable under the circumstances, and shall constitute due and sufficient notice to all
4 persons entitled thereto.

5 ~~12.13.~~ The Parties are ordered to carry out the Settlement according to the terms of the
6 Agreement.

7 ~~13.14.~~ Any class member who does not request exclusion from the settlement may
8 object to the Settlement Agreement.

9 ~~14.15.~~ The Court orders the following Implementation Schedule:

11 Defendant to provide Class Data to the 12 Settlement Administrator	Within 7 days of preliminary approval
13 Settlement Administrator to mail Notices 14 by First Class Mail	Within 14 days of receipt of the Class Data
15 Response Deadline	45 days after mailing (plus 14 days for 16 re-mailed Notices)
17 Deadline to file Motion for Final 18 Approval	Per Code of Civil Procedure (i.e., at least 16 court days prior to the Final 19 Approval Hearing
20 Final Approval Hearing	<u>March 8, 2023, at 9:00 a.m. in</u> 21 <u>Department 28</u>

22
23 ~~15.16.~~ The Court further-ORDERS that, pending further order of this Court, all
24 proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

25 ~~16.17.~~ The Agreement and the Settlement are preliminarily approved but are not an
26 admission by Defendant of the validity of any claims in this class action, or of any wrongdoing
27 by Defendant or of any violation of law. Neither the Agreement nor any related document shall
28 be offered or received in evidence in any civil, criminal, or administrative action or proceeding

1 other than such proceedings as may be necessary to consummate or enforce the Agreement and
2 Settlement. The obligations set forth in the Agreement are deemed part of this Order.

3 **IT IS SO ORDERED.**

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6 DATE: 10/17/23



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Hon. Lauri A. Damrell
Judge of the Sacramento County Superior Court



EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Candys v. Community Psychiatry Management, LLC
Sacramento Superior Court Case No. 34-2022-00314705

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED BY COMMUNITY PSYCHIATRY MANAGEMENT, LLC IN CALIFORNIA AS A NON-EXEMPT EMPLOYEE AT ANY TIME FROM JANUARY 28, 2018, THROUGH ~~the date of preliminary approval~~, THIS PROPOSED CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT ("PAGA") SETTLEMENT MAY AFFECT YOUR RIGHTS. PLEASE READ THIS NOTICE CAREFULLY.

A proposed settlement (the "Settlement") has been reached in a class action lawsuit entitled *Candys v. Community Psychiatry Management, LLC*, Sacramento Superior Court Case No. 34-2022-00314705 (the "Action"). As discussed below, the settlement will result in payments to current and former non-exempt employees who worked for COMMUNITY PSYCHIATRY MANAGEMENT, LLC ("Defendant") in California at any time from January 28, 2018, through ~~the date of preliminary approval~~. The proposed Settlement will resolve all claims in the Action.

When used in this Notice, the following terms have the following meanings:

"Action"	<i>Candys v. Community Psychiatry Management, LLC</i> , Sacramento Superior Court Case No. 34-2022-00314705.
"Plaintiff" and "Class Representative"	Lashaunta Candys
"Defendant"	COMMUNITY PSYCHIATRY MANAGEMENT, LLC
"Class Period"	January 28, 2018, through the date of preliminary approval .
"Class"	All non-exempt employees of Defendant who worked for Defendant in California at any time during the Class Period.
"Class Member"	A non-exempt employee who worked for Defendant in California at any time during the Class Period.
"Settlement Class Member"	A Class Member who does not timely request to be excluded from the proposed Class of non-exempt employees who worked for Defendant in California at any time during the Class Period.
"Individual Class Settlement Payment"	A share of the settlement fund that will be paid to a Settlement Class Member on a pro rata basis, based upon the number of qualifying workweeks worked by the Settlement Class Member during the Class Period.
"PAGA"	The Labor Code Private Attorneys General Act, California Labor Code sections 2688 <i>et seq.</i>
"PAGA Period"	January 28, 2021, through the date of preliminary approval .
"PAGA Employee"	A non-exempt employee who worked for Defendant in California at any time during the PAGA Period.
"Individual PAGA Settlement Payment"	A share of the PAGA Allocation from the settlement fund that will be paid to a Settlement Class Member on a pro rata basis, based upon the number of qualifying workweeks worked by the Settlement Class Member during the PAGA Period.
"Settlement Administrator"	ILYM Group, Inc., its mailing address

Defendant's records indicate that you are a Class Member and/or a PAGA Employee as defined above. As a Class Member, you may be eligible to receive an Individual Class Settlement Payment based on the number of workweeks that you worked for Defendant in California during the Class Period and you will be bound by the release of claims described in this Notice and in the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement. A Class Member who excludes himself or herself from the Settlement will still be bound by the PAGA portion of the settlement, to the extent he or she is also a PAGA Employee, and will receive an Individual PAGA Settlement Payment based on the number of workweeks that he or she worked for Defendant in California during the PAGA Period.

A hearing concerning final approval of the proposed Settlement will be held before the Hon. Lauri A. Damrell on <<REDACTED>> in Department 28 of the Sacramento Superior Court, Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, CA 95814, to determine whether the Settlement is fair, adequate and reasonable.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendant for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS DEADLINE TO EXCLUDE YOURSELF: <<REDACTED>>	You have the option to exclude yourself from the Settlement Class and pursue a separate legal action against Defendant about the claims in the Action (other than the PAGA claim). If you choose to do so, you must exclude yourself, in writing, from the Settlement Class by submitting a written Request to befor ExcludedExclusion. If you timely submit a Request to befor ExcludedExclusion, you will not receive any benefits under the Settlement except for a pro rata allocation of the PAGA portion of the settlement, and you will not be bound by the release of claims against Defendant, except for the PAGA portion of the release.
OBJECT TO THE SETTLEMENT DEADLINE TO SUBMIT WRITTEN OBJECTIONS: <<REDACTED>>	You may also object to the terms of the Settlement. To object to the Settlement, you can mail a written explanation of why you do not agree with the Settlement to the Settlement Administrator, appear at the final approval hearing, or hire an attorney at your expense to object for you. This option is available, however, only if you do not exclude yourself from the Settlement. Do not submit a Request to befor ExcludedExclusion if you wish to object. Written objections must be submitted to the Settlement Administrator by <<REDACTED>>.

The Court has certified, for settlement purposes only, the following Class:

"All non-exempt employees of Defendant who worked for Defendant in California at any time during the Class Period of January 28, 2018 through <<the date of preliminary approval>>."

You were sent this Notice because you have a right to know about the proposed Settlement of the Action and about your options before the Court rules on whether to approve the Settlement. If the Court approves the settlement, and after any objections and appeals are resolved, the Settlement Administrator appointed by the Court will make payments to Settlement Class Members and PAGA Employees that the Settlement allows. This Notice explains the Action, the proposed Settlement, your legal rights, what benefits are available to you, and how to receive them.

In the Action, Plaintiff alleges on behalf of herself and the Class that Defendant: (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to reimburse necessary business expenses; (6) failed to timely pay all wages to terminated employees; (7) failed to furnish accurate itemized wage statements; (8) violated California's Unfair

Competition Law, California Business and Professions Code section 17200 *et seq.*; and (9) violated provisions of the Labor Code giving rise to civil penalty liability under PAGA. Plaintiff seeks unpaid wages, actual damages, declaratory relief, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys' fees, and costs.

Defendant denies all liability arising from any of the Action and is confident it has strong legal and factual defenses to Plaintiff's claims. Defendant contends that, at all relevant times, Defendant properly compensated all employees and fully complied with all applicable laws. Defendant also denies that the Action is appropriate to maintain as a class or representative action.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

The parties disagree on the probable outcome of the case with respect to viability of the Class, liability, damages, and how much money could be recovered if Plaintiff won at trial. This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendant.

On <<PAID TO THE COURT>>, the Court granted preliminary approval of the proposed Settlement. However, the Court must still approve the terms of the proposed Settlement as fair and reasonable before the Settlement becomes final. Once approved, the settlement will affect all Class Members, except those who have submitted a timely Request to be Excluded. The settlement will affect all PAGA Employees regardless of whether they opt out of the Class. This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the estimated amount of money you may receive.

The attorneys representing the Parties in the Action are:

Class Counsel

Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Defendant's Counsel

MARK S. POSARD (SBN: 208790)
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GORDON REES SCULLY MANSUKHANI,
LLP
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Sacramento, CA 95825
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Facsimile: (916) 920-4402

Subject to final Court approval, Defendant will pay a total of \$865,000.00 (the Gross Settlement Amount") to fully and finally resolve all claims in the Action. The amount to be distributed to Settlement Class Members, i.e., Class Members who do not exclude themselves from the settlement (the "Net Settlement Amount") will be the Gross Settlement Amount, minus the following amounts: (a) payment to the Settlement Administrator for administration fees and cost (up to an estimated maximum of \$15,000); (b) payment to the Plaintiff of a Class Representative Service Payment (\$10,000 to be requested); (c) payment to Class Counsel of Plaintiff's attorneys' fees (up to \$288,333.33 to be requested) (d) payment to Class Counsel of Plaintiff's actual litigation costs (up to \$35,000 to be requested); and (d) payment of \$60,000 for resolution of all claims under PAGA (the "PAGA Allocation"). The actual amounts allocated to attorneys' fees, litigation costs, the service fee payment, the Settlement Administrator's fees and costs, and the PAGA Allocation are all subject to Court approval. The Net Settlement Amount will be used to pay each Settlement Class Members a pro-rata Individual Class Settlement Payment based on the number of workweeks each Settlement Class Member worked for Defendant in California during the Class Period.

Calculation of Individual Settlement Payments. The Net Settlement Amount will be divided among all Settlement Class Members on a pro rata basis, based upon the total number of workweeks worked for Defendant by each respective Settlement Class Member in California as a non-exempt hourly employee during the Class

Period. Your estimated individual workweeks during the Class Period and estimated Individual Class Settlement Payment are listed below:

You worked a total of << [REDACTED] >> workweeks in California during the Class Period. Based on your workweeks during the Class Period, your estimated Individual Class Settlement Payment is approximately \$<< [REDACTED] >>.

For tax reporting purposes, each Individual Class Settlement Payment will be allocated 15% as wages and 85% as penalties and interest. The wage portion of each Individual Class Settlement Payment will be subject to withholding of applicable local, state, and federal taxes, and the Settlement Administrator will deduct applicable employee-side payroll taxes from the wage portion of each Individual Class Settlement Payment. The portion of each Individual Class Settlement Payment allocated to penalties and interest will be classified as other miscellaneous income and reported to state and federal taxing authorities by the Settlement Administrator using Form 1099-MISC without any tax withholding. All taxes owed on the other miscellaneous income portion of each Individual Class Settlement Payment will be the responsibility of the Settlement Class Member receiving the payment. The employer's share of any payroll taxes will be separately paid by Defendant.

Calculation of Individual PAGA Settlement Payments. The PAGA Allocation will be distributed to the California Labor and Workforce Development Agency ("LWDA") and to the PAGA Employees. In accordance with California law, 75% of the PAGA Allocation (or \$15,000) will be paid to the LWDA and the remaining 25% of the PAGA Allocation (or \$5,000) will be paid to the PAGA Employees on a pro rata basis (the "Individual PAGA Settlement Payments") based on the number of workweeks each PAGA Employee worked for Defendant in California during the PAGA Period. Your estimated individual workweeks during the PAGA Period and estimated Individual PAGA Settlement Payment are listed below:

You worked a total of << [REDACTED] >> workweeks in California during the PAGA Period. Based on your workweeks during the PAGA Period, your estimated Individual PAGA Settlement Payment is approximately \$<< [REDACTED] >>.

Each Individual PAGA Settlement Payment will be allocated as 100% miscellaneous income and reported to state and federal taxing authorities by the Settlement Administrator using Form 1099-MISC. Any taxes owed on the PAGA Settlement Payment will be the responsibility of the PAGA Employee receiving these payments.

Handling of Unclaimed and Uncashed Checks. All checks for Individual Class Settlement Payments and Individual PAGA Settlement Payments will remain valid and negotiable for one hundred and eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not cashed by a participating Settlement Class Member or PAGA Employee within that time. Any Individual Settlement Class Payment or Individual PAGA Settlement Payment that is not cashed by a Settlement Class Member or PAGA Employee within 180 days of issuance will be transmitted by the Settlement Administrator to the California State Controller's Office for Unclaimed Property in the name of each check recipient who failed to cash his or her check prior to the void date. The Settlement Administrator will also void any tax documents issued to the Settlement Class Members or PAGA Employees who did not cash their checks within 180 days of issuance. In such event, the Settlement Class Member and/or PAGA Employee will nevertheless remain bound by the terms of the Settlement.

Neither the Parties nor attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel, Defendant's counsel, the Settlement Administrator, and the Court are unable to offer advice concerning the state or federal tax consequences of payments to any Settlement Class Member or PAGA Employee.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Award, Settlement Administration Costs and Payment to the LWDA. Class Counsel will ask the Court to award attorneys' fees up to \$288,333.33 (one-third of the Gross Settlement Amount) and reimbursement of reasonable costs incurred in the Action not to exceed \$35,000.00. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Payment of \$10,000 for Plaintiff for her efforts in bringing the case on behalf of the Class. The Parties estimate the cost of the Settlement Administrator will not exceed \$15,000.00. A proposed payment in the amount of \$45,000.00 will also be made to the LWDA for PAGA penalties, which represents 75% of the \$60,000 PAGA Allocation from the Gross Settlement Amount.

~~How and you dispute your workweek calculation?~~

Workweeks for Class Members are calculated based on the number of workweeks each Class Member worked for Defendant in California during the Class Period, i.e., January 28, 2018 through ~~<<the date of preliminary approval>>~~. Workweeks for PAGA Employees are calculated based on the number of workweeks each PAGA Employee worked for Defendant in California during the PAGA Period, i.e., January 28, 2021 through ~~<<the date of preliminary approval>>~~.

If you dispute the number of workweeks for which you were credited during the Class Period or the PAGA Period, you must submit your dispute ("Workweek Dispute") in writing and send it to the Settlement Administrator via fax or mail, postmarked or faxed no later than ~~<<the date of preliminary approval>>~~ (the "Response Deadline"). Your Workweek Dispute must be sent to:

ILYM Group, Inc., ~~<<mailing address>>~~

Your Workweek Dispute must be in writing and must contain: (a) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (b) the number of workweeks you contend to have worked for Defendant in California during the Class Period and PAGA Period; and (c) any evidence supporting your contention. Defendant's records will be presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator will resolve and decide all Workweek Disputes, and the Settlement Administrator's decision will be final and non-appealable. **REMINDER:** If you believe your estimated individual Class Settlement Amount or PAGA Settlement Amount is incorrect because your workweek calculation is inaccurate, the deadline to submit a written Workweek Dispute to the Settlement Administrator, with any supporting evidence, is ~~<<the date of preliminary approval>>~~.

~~What claims will be released by Settlement Class Members and PAGA Employees?~~

Upon the final approval by the Court of this Settlement both the Settlement's Effective Date and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representatives, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, and each PAGA Employee, regardless of whether they have requested exclusion from the Settlement Class, will release claims as follows:

(a) **Identity of Released Parties.** "Released Parties" means the named Defendant, and any of its present and former parents, subsidiaries, affiliates, officers, directors, trustees, members, member managers, owners, employees, former employees, agents, representatives, attorneys, and insurers, including but not limited to Intact Insurance Specialty Solutions Company, and/or any of its and their respective predecessors, successors and assigns, and each of them. The Parties intend this definition to be as broad as legally permissible.

(b) **Date Release Becomes Active.** The Released Class Claims and Released PAGA Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Class Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendant has paid all amounts owing under the Settlement.

(c) **Claims Released by Settlement Class Members.** "Released Class Claims" means that upon the final approval of the Settlement by the Court both the Settlement's Effective Date and Defendant's payment of all sums due pursuant to this Settlement, the Participating Class Members will fully release and discharge the Released Parties of the claims stated in the Operative Complaint and those based solely upon the facts alleged in the Operative Complaint, including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to authorize and permit rest breaks, (e) failure to reimburse business expenses, (f) failure to timely pay wages upon separation of employment, (g) failure to provide accurate itemized wage statements, (h) unfair and unlawful competition, and (i) all other claims in the Operative Complaint that were or could have reasonably been brought on an individual or class basis under the California Labor Code, other wage and hour-related statutes or common law, and/or the applicable Wage Orders of the Industrial Welfare Commission ("Released Class Claims").

The time period covered by the Released Class Claims is limited to the Class Period, which is the period of January 28, 2018 through ~~<<the date of preliminary approval>>~~.

(d) **Released PAGA Claims.** Upon Court approval of the Settlement both the Settlement's Effective Date and Defendant's payment of all sums due pursuant to this Settlement, the Released Parties shall be entitled to a release from the State of California and the Labor and Workforce Development Agency, as well as from Plaintiff and all other Aggrieved Employees, of all claims for civil penalties and any other available relief pursuant to Labor Code sections 2698, et seq. ("PAGA"), that were pled or reasonably could have been pled based on the factual allegations in the Operative Complaint filed in the Action and in Plaintiff's administrative exhaustion letter submitted to the LWDA in this Action on January 27, 2022, including specifically, claims for PAGA penalties arising out of or based on alleged: failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods, failure to authorize or permit rest periods, failure to provide timely wages upon separation, failure to provide accurate itemized wage statements, failure to maintain accurate payroll records, and unfair business practices ("Released PAGA Claims").

The time period covered by the Released PAGA Claims is limited to the PAGA Period, which is the period of January 28, 2021 through ~~the date of preliminary approval~~.

What are your Options under this Settlement?

As a Class Member, you have two options under this Settlement, each of which is further discussed below. You may: (Option A) remain in the Class and receive an Individual Class Settlement Payment and an Individual PAGA Settlement Payment; or (Option B) exclude yourself from the Settlement Class and receive only an Individual PAGA Settlement Payment. If you choose Option A, you may also object to the Settlement, as explained below.

OPTION A. Remain in the Class. If you choose Option A and remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

If you wish to remain in the Class and be eligible to receive an Individual Class Settlement Payment, you do not need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

Any and all amounts paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

If you chose Option A, but you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you have several options that you may use to object or express any concerns. To object, you may appear in person at the Final Approval Hearing, have an attorney object for you, or submit a written brief or statement of objection ("written objection") to the Settlement Administrator at ILYM Group, Inc. ~~at the address above~~. If you submit a written objection to the Settlement Administrator, it should contain sufficient information to confirm your identity and the basis of the objection, including: (1) your full name; (2) the grounds for the objection; and (3) your signature. Your written objection must be postmarked on or before ~~the Response Deadline~~ and sent to the Settlement Administrator at the address listed above to ensure that it is received in time to be considered by the Court. You can also hire an attorney at your own expense to represent you with respect to your objection. The Parties may file responses to any written objections before the final approval hearing. Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Settlement Hearing. **Regardless of any objection, however, if you choose Option A, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

OPTION B. Request to be Excluded from the Class. If you do not want to be part of the Settlement Class, you ~~may~~ **must** submit a written Request to be Excluded to ~~from~~ the Settlement Administrator at ILYM Group, Inc. ~~at the address above~~. In order to be valid, your written Request to be Excluded ~~must~~ be signed and must include your name, address, telephone number, and last four digits of your Social Security Number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement). Your Request to be Excluded ~~may~~ **must** state the following statement, or in substantially similar terms:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE LASHAUNTA CANDYS V. COMMUNITY PSYCHIATRY MANAGEMENT, LLC; CLASS ACTION LAWSUIT,

SACRAMENTO COUNTY SUPERIOR COURT CASE NO. 34-2022-00314705. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OTHER THAN MY SHARE OF THE PAGA PAYMENT."

Your written Request ~~to befor~~ Exclusioned from the Settlement must be signed and postmarked on or before <<Response Deadline>>. If you do not submit a written Request ~~to befor~~ Exclusioned on time (as evidenced by the postmark), your written Request ~~to befor~~ Exclusioned will be rejected, you will be deemed a participating Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a written Request ~~to befor~~ Exclusioned by the deadline to request exclusion, you will have no further role in the Action, and you will not be entitled to any benefit, including an Individual Class Settlement Payment, as a result of the Action and Settlement. However, as an PAGA Employee you will still be entitled to receive an Individual PAGA Settlement Payment and you will still release the PAGA claims against Defendant described above. Moreover, if you submit a Request ~~to befor~~ Exclusioned, you will not be able to object to the Settlement or complain to the Court about any aspect of the Settlement.

~~What is the next step in the approval of the Settlement?~~

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Class Representative Service Payment to Plaintiff, the Settlement Administrator's costs, and the payment to the LWDA for PAGA penalties on <<DA Deleted Text>> in Department 28 of the Sacramento Superior Court, Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, CA 95814. You are welcome to attend the Final Approval Hearing.

The Court encourages all parties who are attending to appear remotely, either telephonically or by video conference via the Zoom video/audio conference platform. If you wish to attend the Final Approval Hearing, visit <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx> for instructions on appearing remotely in Department 28. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Class Settlement Payment or Individual PAGA Settlement Payment.

~~How can I view or copy documents filed in the lawsuit?~~

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class Action and PAGA Settlement attached to the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval. The Joint Stipulation of Class Action and PAGA Settlement and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the Sacramento Superior Court. In order to view documents filed in the lawsuit, Class Members may be required to make an appointment with the Court. You may also request a copy of the Settlement Agreement from Settlement Administrator at ILYM Group, Inc. <<Address>>.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite
7 1880, Los Angeles, California 90017. On October 5, 2023, I served the foregoing document
8 described as:

9 **JOINT STIPULATION RE: SECOND AMENDED CLASS NOTICE AND
10 SECOND AMENDED PROPOSED ORDER GRANTING PLAINTIFF'S
11 MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
12 SETTLEMENT**

13 X by E-mailing ___ the original X a true copy to the following:

14 MARK S. POSARD
15 JOHN D. SAGER
16 **GORDON REES SCULLY MANSUKHANI, LLP**
17 3 Parkcenter Drive, Suite 200
18 Sacramento, CA 95825
19 mposard@grsm.com
20 jsager@grsm.com

21 *Attorneys for Defendant COMMUNITY PSYCHIATRY MANAGEMENT, LLC*

22 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
23 California, by e-mail delivery on the parties listed herein at their most recent known e-
24 mail address or e-mail of record in this action.

25 X (State) I declare under penalty of perjury under the laws of the State of California
26 that the above is true and correct.

27 Executed on October 5, 2023, at Los Angeles, California.

28 Janelle Jickain
Name


Signature