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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

RHAY TAYLOR, Individually, and on behalf of other members of the general public similarly situated, Plaintiff, v. ALTER MANAGEMENT LLC, a California Limited Liability Company; ALTER MENTAL HEAL TH LLC, a California Limited Liability Company; ALTER MENTAL HEALTH-DANA POINT, LLC, a California Limited Liability Company; ALTER WELLNESS CARE LLC, a California Limited Liability Company; ALTIGNIS CAMPUS LLC, a California Limited Liability Company; ALTER HEALTH GROUP, INC., a California Corporation; CALIFORNIA REHAB CAMPUS, LLC, an Arizona Limited Liability Company; CAMBRIDGE MENTAL HEALTH MANAGEMENT LLC dba ALTER BEHAVIORAL HEALTH, a California Limited Liability Company; ALTIGNIS HEALTH, LLC, a California Limited Liability Company; ALTER BEHAVIORAL HEALTH – CAPISTRANO BEACH, LLC, a California Limited Liability Company, and DOES 1-10, inclusive Defendants.	Case No.: 37-2024-00007620-CU-OE-CTL **DECLARATION OF JEFFREY D. JOHNSON REGARDING THE NOTICE PLAN IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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I, Jeffrey D. Johnson, declare as follows:

1. I am the Vice President of CAC Services Group, LLC ("CAC"), located at 6420 Flying Cloud Dr Ste 101, Eden Prairie, MN 55344. I am over twenty-one (21) years of age and I am not a party to the above-captioned action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. CAC provides a comprehensive range of class and collective action claims administration services. CAC has extensive experience in data processing and acting as third-party administrator in class and collective actions throughout the country.

3. CAC's class and collective action administration services include: coordination of all notice requirements; design of direct-mail notice, publication of summary notice, emailing notice packets and claim forms; coordination with the U.S. Postal Service; database management; website hosting and management; claims processing; fund management and distribution; and preparation of reports describing notice programs and claims processing.

4. CAC was retained to act, and appointed by this Court to act, as the Claims Administrator for this action and to date has provided the following services for the above-captioned action:

   a. Develop and execute a notice program targeting potential Settlement Class members, as defined in the Class Action Settlement Agreement (the "Settlement Agreement"):

      Settlement Class Member Definition:

      All persons who were employed by and worked for Alter in California as a non-exempt employee at any time during the time period of February 20, 20220, to April 1, 2025.

5. In regard to the notice program, CAC implemented the following notice plan:

   a. Direct notice by first-class mail to all Settlement Class members whose names and addresses were provided by Defendant.

6. To provide direct and timely notice by first-class mail, CAC performed the following:

   a. On December 22, 2025, CAC received from Defendant an electronic list of five hundred seventy-four (574) names and addresses of persons identified as potential

Settlement Class members as defined in Paragraph 4 above (the "Settlement Class Member List"). The Settlement Class Member List was updated using the National Change of Address system (NCOA), which updates the addresses for all persons who had moved in the previous four years and who had filed a change of address with the U.S. Postal Service;

b. On December 23, 2025, the Notice of Class Action Settlement (the "Notice") was printed, personalized, and inserted into a #10 window envelope (the "Notice Packet"). The template of the Notice is attached hereto as Exhibit "1";

7. In support of the direct mail Notice Packet, CAC had regular phone communications with Class Members calling CAC. In general, the purpose of these communications was to:

a. Transcribe and fulfill the Notice Packet as requested; and

b. Answer Settlement Class member questions about the Notice Packet.

8. As of the date of this Declaration, one (1) Notice Packet has been returned to CAC by the U.S. Postal Service with a forwarding address. I caused the Settlement Class Member List to be updated with the new address and a Notice Packet to be re-mailed to said Settlement Class member at the new address.

9. As of the date of this Declaration, sixty-six (66) Notice Packets have been returned to CAC by the U.S. Postal Service without forwarding addresses. For these Notice Packets, an address search was completed resulting in sixty (60) new addresses. I caused the Settlement Class Member List to be updated with the new addresses from the address search results and a Notice Packet to be re-mailed to said Settlement Class members at each of these new addresses. Additionally, through other correspondence, CAC continued to make a good faith effort to re-mail RFND mail leaving only six (6) Notice Packet that remains classified as undeliverable after various attempts to locate the current address for said Settlement Class members.

10. There is no claim form requirement in this case, so all individuals are included in the recovery and payment unless they file a Request for Exclusion.

11. As of the date of this Declaration, CAC has received no (0) Requests for Exclusion.

12. As of the date of this Declaration, CAC has received no (0) objections.

13. Accordingly, there are five hundred seventy-four (574) Participating Class Members who worked 22,665 Workweeks during the Class Period. Additionally, there are four hundred ninety-eight (498) PAGA Employees who worked 7,651 Pay Periods during the PAGA Period.

14. It is my opinion that the above-described notice program and the Notice Packet are adequate and reasonable under the circumstances. They are consistent with standards previously employed by CAC in notification programs designed to reach known members of settlement groups or classes. Additionally, the implemented notice program and the Notice Packet are fully compliant with the notice requirements established by California law, as well as the parties' Settlement Agreement and the prior Order of this Court.

15. Finally, if the settlement is finally approved by the Court, CAC will make all payment distributions from funds provided by Defendants in accordance with terms of the Settlement Agreement or as is otherwise ordered by the Court.

16. Currently, the estimated average gross Individual Settlement Share for each Settlement Class Member is $510.74, the estimated highest gross Individual Settlement Share for each Settlement Class Member is $3,427.67, and the lowest Individual Settlement Share for each Settlement Class Member is $12.93.

17. Currently, the estimated average Individual PAGA Payment for each PAGA Employee is $30.12, the estimated highest Individual PAGA Payment for each PAGA Employee is $111.75, and the lowest Individual PAGA Payment for each PAGA Employee is $1.96.

18. CAC's costs associated with the administration of this matter are $4,337.59. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 4th day of March, 2026.

Jeffrey D. Johnson

Jeffrey D. Johnson

EXHIBIT 1:

- Notice of Proposed Class Action Settlement

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

<ClaimID> <Barcode>
<Firstname> <Lastname>
<Address>
<City> <State> <Zip>

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

RHAY TAYLOR and ANDREA PUNGI, Individually, and on behalf of other members of the general public similarly situated, Plaintiff, v. ALTER MANAGEMENT LLC, a California Limited Liability Company; ALTER MENTAL HEAL TH LLC, a California Limited Liability Company; ALTER MENTAL HEALTH- DANA POINT, LLC, a California Limited Liability Company; ALTER WELLNESS CARE LLC, a California Limited Liability Company; ALTIGNIS CAMPUS LLC, a California Limited Liability Company; ALTER HEALTH GROUP, INC., a California Corporation; CALIFORNIA REHAB CAMPUS, LLC, an Arizona Limited Liability Company; CAMBRIDGE MENTAL HEALTH MANAGEMENT LLC dba ALTER BEHAVIORAL HEALTH, a California Limited Liability Company; ALTIGNIS HEALTH, LLC, a California Limited Liability Company; ALTER BEHAVIORAL HEALTH – CAPISTRANO BEACH, LLC, a California Limited Liability Company, and DOES 1-10, inclusive Defendants [AND CONSOLIDATED MATTERS]	Case No. 37-2024-00007620-CU-OE-CTL JUDGE: Honorable Katherine Bacal DEPARTMENT: C-63 **NOTICE OF CLASS ACTION SETTLEMENT**

I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the following cases: (1) *Rhay Taylor v. Alter Management Llc, et al.*, San Diego Superior Court Case No. 37-2024-00007620-CU-OE-CTL; (2) *Andrea Pungi v. Alter Health Group, Inc., et al*., Orange County Superior Court Case No. 30-2024-01429796; (3) *Andrea Pungi v. Alter Management LLC, et al*., Orange County Superior Court Case No. 24STCV31655 (collectively the "Action").

This notice is to inform you of the proposed Settlement of the Action. The notice is also intended (i) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you; and (ii) to advise you of your rights and options with respect to the Settlement.

You are receiving this notice by order of the Court because the records of Alter Management, LLC, (hereinafter "Alter"), indicate that you are a current or former Alter non-exempt employee who worked in California during the time period of February 20, 2020, to April 1, 2025 (the "Class"). As a result, **<u>you are eligible to receive a portion of the settlement amount</u>**.

This is **<u>not</u>** a notice of a lawsuit against you. **<u>You are not being sued</u>**. Your participation in the Settlement will **<u>not</u>** affect your employment with Alter in any way whatsoever.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

On February 20, 2024, former Alter employee Rhay Taylor filed a lawsuit in which she alleged violations of California wage- and-hour laws on a class action and representative basis as to all of Alter's current and former non-exempt employees in California. On September 30, 2024, Andrea Pungi filed a wage and hour class action in the Superior Court of California, County of Orange, Case No. 30-2024-01429796-CU-OE-CXC, alleging meal and rest period violations, minimum wage and overtime violations, wage statement and final pay violations, and failure to pay all accrued sick pay and vacation time, failure to pay wages in a timely manner during employment, and failure to provide written notice of paid sick leave and supplemental paid sick leave. On December 2, 2024, Andrea Pungi also filed a representative PAGA claim in the Superior Court of California, County of Los Angeles, Case No. 24STCV31655, based on the same alleged violations in her wage and hour class action.

The Action alleges that the Class was not paid regular, minimum, or overtime wages, as required by California law; was not provided meal and rest periods under the California Labor Code and Wage Orders; was not paid wages at the correct rate of pay, including overtime, sick pay, and meal period and rest break premiums; did not receive timely payment of wages during and/or after employment; was not paid sick and vacation pay; was not reimbursed for all business-related expenses; and, was not provided pay statements with information specified in the California Labor Code. The Class Action also alleges violations under the California Business and Professions Code §§ 17200 et seq. based on the foregoing state law claims and the federal Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq. The lawsuit also seeks penalties under California's Private Attorneys General Act ("PAGA") set forth in California Labor Code §§ 2699 et seq.

The individuals who are suing Alter are referred to in this document as "Plaintiffs." Plaintiff's attorneys, [identified below], have been litigating the Action in State Court prior to this settlement.

Alter claims that the members of the Class have been paid all monies that were due to them, maintains that it has complied with all California's wage-and-hour laws, and adamantly denies all wrongdoing.

The Court has not ruled on whether Plaintiffs' allegations have any merit. However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiffs and Alter have negotiated a settlement whereby Alter has agreed to pay up to **<u>$600,000.00</u>** to resolve the matter. As a Class Member, you are eligible to receive a portion of this amount.

This settlement is **not** an admission by Alter of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

All persons who were employed by and worked for Alter in California as a non-exempt employee at any time during the time period of February 20, 2020, to April 1, 2025 (the "Class Period").

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties' proposed settlement, the following will occur if the settlement is given final approval by the Court:

A. Alter will pay up to Six Hundred Thousand and No Cents ($600,000.00) to settle the claims of all Class Members.

B. A claims administrator has been appointed by the Court to administer the settlement. The claims administrator will pay from the $600,000: (1) Plaintiffs' counsel's attorneys' fees, up to one-third of the settlement value (or $200,00.00); (2) Plaintiffs' costs of litigation, up to the amount of $22,500.00; (3) The expenses of administering the settlement, up to the amount of $4,337.59; (4) Enhancement Awards of up to $10,000 ($20,000 in total) for each Plaintiffs' role in pursuing the litigation; and (5) A payment of $45,000.00 to the California Labor & Workforce Development Agency, representing 75% of the $60,000.00 allocated to the settlement of Plaintiff's claim for civil penalties under PAGA. The remainder will be paid to the Class Members in settlement of their individual claims (the "Class Payment").

C. The Class Payment will be divided among all Class Members based on the estimated number of weeks worked for Alter in California by each Class Member during the Class Period. That is, the Class Payment will be divided by the number of aggregate qualified weeks worked by all Class Members during the Class Period to produce a "Weekly Settlement Value." A "qualified week" is any week in which a Class Member worked for Alter in California during the Class Period. If you do not opt out of the settlement, you will be eligible to receive a settlement payment in the amount of the total number of qualified weeks you worked for Alter during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings.

D. Corresponding to Alter's records, you worked for Alter in the State of California for approximately <Weeks> workweeks during the Class Period, which runs from February 20, 2020, through April 1, 2025. Your portion of the Settlement Payment will be based on the above information. If you believe the information above is incorrect, you may dispute this information by sending your corrections and any supporting documentation to the Claims Administrator via U.S. Mail, at CAC Services Group, 6420 Flying Cloud Dr Ste 101, Eden Prairie, MN 55344. Please be advised that the information listed above is presumed to be correct unless you prove otherwise.

The estimated value of each workweek for purposes of calculating Settlement Payments to all Class Members is approximately: <WeekValue>. Your settlement amount will be calculated by multiplying this amount by the number of weeks you worked for Alter during the Class Period. Your estimated settlement amount is <Payment>. This is only an estimate. Your actual share may change depending on the Court's final ruling and the final number of participating Class Members.

E. If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release Alter and their past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and each of their past, present, and future shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies that from all claims that were or could have been asserted based on the factual allegations in the Operative Complaint or based on any facts discovered in the course of the Action, including (without limitation), claims for failure to pay minimum or overtime wages, failure to provide meal and rest periods or to pay meal and rest period premiums, failure to properly calculate the regular rate of pay; failure to pay vacation and sick time; failure to indemnify necessary business expenses, failure to pay all wages due to discharged or quitting employees; failure to pay wages timely during employment; failure to reimburse necessary business expenses; failure to provide accurate itemized wage statements; claims under California Labor Code sections 201 to 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, and the Wage Orders promulgated thereunder, California Business and Professions Code section 17200, et seq., and claims for injunctive relief, punitive damages, attorneys' fees and costs, penalties of any nature (including PAGA civil penalties and statutory penalties), interest, fees, and costs) for the time period of February 20, 2020 through April 1, 2025 You will be barred from prosecuting any of the Released Class Claims against the Released Parties.

F. Please Note: Individuals who fall within the definition of the Class may choose to request exclusion or "opt-out" of the Class under such procedures specified herein. Any such persons who opt-out of the Class ("Opt-Outs") will not receive an Individual Class Payment. However, you may not opt-out of the portion of the Settlement relating to the settlement of claims under PAGA. Even if a Class Member opts-out, they will still receive an Individual PAGA Payment. You will be bound by the PAGA portion of the release whether or not you cash the check for your portion of the PAGA penalties before it becomes void. Class Members who opt- out will only be bound by the release of the PAGA claims and will retain all other rights in their individual capacity.

V. WHAT ARE MY OPTIONS?

A. ***You may accept your share of the $600,000.00 settlement and be bound by the release of all claims described above.*** Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the claims administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void; ***or***

B. ***You may exclude yourself from the settlement, in which case you will not receive your share of the settlement, and you will not be bound by the settlement***. If you choose to be excluded, by no later than January 22, 2026, you must send a written request for exclusion, by mail, to the claims administrator, CAC Services Group, located at 6420 Flying Cloud Dr Ste 101, Eden Prairie, MN 55344. In order to be considered valid, your request for exclusion ***must*** include the case name and number of the Action, your name, your address, your telephone number, the last four digits of your Social Security Number, your signature, and must clearly state that you do not wish to be included in the settlement.

C. ***You may object to the settlement.*** The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The claims administrator will calculate your share of the settlement and will issue you a check.

B. Twenty percent (20%) of your share of the settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining eighty percent (80%). You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the claims administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A final approval hearing will be held before the Court on March 13, 2026, at 1:30 p.m., in Department C-63 of the San Diego County Superior Court, located at the Hall of Justice, 330 West Broadway, San Diego, California 92101, to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you. You are not required to attend the hearing. Sullivan & Yaeckel Law Group, APC (contact information below), counsel for Plaintiffs and the Class, will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. Procedures for making remote appearances at the hearing are allowed, but are subject to change. However, those procedures are posted on the Court's website at: https://www.sdcourt.ca.gov/virtualhearings.

You should check the Court website for up to date information before attempting to make a remote appearance.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

You have the option of objecting to the Settlement and telling the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you may send a letter, which you must sign, saying that you object to the settlement of *Rhay Taylor, et al. v. Alter Management, LLC, et al.*, Case No. 37-2024-00007620-CU-OE-CTL. Be sure to include the case name and case number (as shown in the preceding sentence), your name, the last four digits of your Social Security Number and/or your Alter employee ID number, your address, the specific reasons you object to the terms of the Settlement, and your signature. Mail the objection to the Settlement Administrator, CAC Services Group, located at 6420 Flying Cloud Dr Ste 101, Eden Prairie, MN 55344 or fax to (888) 495-9746 on or before January 22, 2026. A written objection is optional. You may also appear the Final Approval Hearing, as described in Section VII, above, to have any objections heard by the Court.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number 37-2024-00007620-CU-OE-CTL. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the filing department of the San Diego County Superior Court, located at Hall of Justice, 330 West Broadway, San Diego, California 92101. You may also review the settlement agreement, along with other court records regarding this case, on the Court's website, https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords, through the link to the "Register of Actions."

If you have any questions, you can call the Claims Administrator at (866) 602-2260 or any of Class Counsel (see below for phone numbers.)

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**PLEASE DO NOT CALL THE COURT, ALTER,
ALTER'S CORPORATE OFFICE AND MANAGERS, OR
ALTER'S ATTORNEYS REGARDING THIS SETTLEMENT.**
