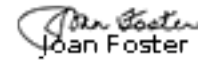


FILED

09/24/2026

K. Bieker
Executive Officer and Clerk


Joan Foster

Kristen M. Agnew (State Bar No. 247656)
Kwanporn "Mai" Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
kagnew@diversitylaw.com
ktulyathan@diversitylaw.com

Elwina Grigoryan, Esq. (SBN 316578)
KACE LAW, APC
500 N. Brand Blvd. Suite 2000
Glendale, CA 91203
747-758-9229
Facsimile: 747-758-9192
eg@kacelaw.com

Nick Galadzhyan, Esq. (SBN 324974)
CALIFORNIA JUSTICE LAWYERS, LLP
500 N. Brand Blvd. Suite 2000
Glendale, CA 91203
818-875-8585
Facsimile: 818-875-8585
Nick@CAJusticeLawyers.com

Attorneys for Plaintiff, the Class, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

SARAH ROBERTS-COOPER, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

RISE LUXURY REHAB, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 2024CUOE033989

[Assigned to the Hon. Charmaine H. Buehner,
Dept. 44]

**~~AMENDED [PROPOSED]~~ ORDER AND
JUDGMENT GRANTING MOTION FOR
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: July 29, 2026
Time: 1:30 p.m.
Dept.: 44

Action Filed: December 4, 2024
Trial Date: None Set

1 Plaintiff Sarah Roberts-Cooper (“Plaintiff”) and Defendants Rise Luxury Rehab, LLC and
2 Ascensions Treatment Center, LLC (together, “Defendants”) have entered into the Joint Stipulation
3 of Class and Representative Action Settlement and the Amendment to Joint Stipulation of Class and
4 Representative Action Settlement (together, the “Agreement” or “Settlement Agreement”) to settle
5 the above-captioned class action subject to the Court’s approval (the “Settlement”). This matter is
6 now before the Court on Plaintiff’s Motion for Final Approval of Class and Representative Action
7 Settlement. The Court has read, heard, and considered all the pleadings and documents submitted,
8 and the presentations made in connection with the Motion which came on for hearing on July 29,
9 2026.

10 Due and adequate notice having been given to the Class, and the Court having reviewed and
11 considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of Class and
12 Representative Action Settlement, the supporting declarations and exhibits thereto, all papers filed
13 and proceedings had herein, and the absence of any written objections received regarding the
14 proposed Settlement, and having reviewed the record in this action, and good cause appearing
15 therefor, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

16 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
17 Settlement Agreement filed in this case and attached hereto as Exhibit A.

18 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Class
19 Members, Aggrieved Employees, and Defendants.

20 3. The Court finds that the Settlement appears to have been made and entered into in good
21 faith and hereby approves the Settlement.

22 4. For settlement purposes only, and pursuant to California Code of Civil Procedure section
23 382 and California Rules of Court, rule 3.769, the Court hereby finally certifies the Class defined in the
24 Settlement Agreement and Preliminary Approval Order. The Court finds that the requirements for class
25 certification are satisfied for settlement purposes. The Class is sufficiently numerous, there are questions
26 of law and fact common to its members, Plaintiff’s claims are typical of those of the Class, and a class
27 action is the superior method for resolving the claims covered by the Settlement.

28 5. Plaintiff is hereby finally appointed as Class Representative for the Class. The Court finds

1 that Plaintiff has fairly and adequately represented the interests of the Class.

2 6. The Court hereby confirms Kristen M. Agnew and Mai Tulyathan of Diversity Law
3 Group, P.C., and Elwina Grigoryan of Kace Law, APC, and Nick Galadzhyan of California Justice
4 Lawyers, LLP, as Class Counsel. The Court finds that Class Counsel have adequately represented the
5 Settlement Class and possess the experience and qualifications necessary to continue serving in that
6 capacity.

7 7. The “Class” means all current and former hourly non-exempt employees, excluding
8 practitioners and therapists, who worked for Defendants in California at any time during the Class Period
9 (December 4, 2020, through August 17, 2025).

10 8. The “Participating Class” means all Class Members who did not opt out of the Settlement.
11 One Class Member, Tim Yurovski, requested exclusion from the Settlement and is therefore not a
12 Participating Class Member.

13 9. The “Aggrieved Employees” means all current and former hourly non-exempt employees,
14 excluding practitioners and therapists, who worked for Defendants in California at any time during the
15 PAGA Period (September 26, 2023, through August 17, 2025).

16 10. The “Released Parties” means Defendants Rise Luxury Rehab, LLC and Ascentions
17 Treatment Center, LLC, and their respective present and former officers, directors, owners, principals,
18 shareholders, insurers, employees, and agents, including but not limited to Ron Finnerman, Parviz
19 Damavandi, Patrick Mitchell, and Eli Damavandi, during the Class Period, and their respective
20 successors, predecessors in interest, subsidiaries, affiliates, and parents.

21 11. The “Released Class Claims” means:

22 All claims pled in the Action or which could have reasonably been
23 alleged based on the factual allegations in the Operative Complaint and
24 the Plaintiff’s PAGA notices to the LWDA, which arose during the
25 Class Period. The Released Class Claims include, but are not limited
26 to claims arising under California Labor Code sections 201, 202, 203,
27 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 2802, and 2698,
28 and the California Business and Professions Code section 17200, et
seq. The Releases Class Claims include, but are not limited to, all of
the following claims for relief: (a) failure to pay all minimum wages
and overtime wages due; (b) failure to provide meal periods, or provide
premium pay in lieu thereof; (c) failure to permit rest periods, or

provide premium pay in lieu thereof; (d) failure to provide accurate itemized wage statements; (e) waiting time penalties; (f) failure to reimburse necessary business-related costs; and (h) unfair business practices. No claims outside the Class Period are released by this Agreement.

12. The “Released PAGA Claims” means:

All claims for penalties under the Private Attorneys General Act of 2004 that were pled in the Action, or which could have reasonably been alleged based on the factual allegations in the Operative Complaint and the Plaintiff’s PAGA notices to the LWDA, which arose during the PAGA Period. The Released PAGA Claims include, but are not limited to claims arising under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1 and 2802. The Released PAGA Claims are expressly limited to claims arising during the PAGA Period.

13. As of the date the Gross Settlement Amount is fully funded, Plaintiff and Participating Class Members, shall have, by operation of this Final Order and Judgment, fully, finally and forever released, settled, compromised, relinquished and discharged, to the fullest extent possible, the Released Parties from all Released Class Claims.

14. As of the date the Gross Settlement Amount is fully funded, Plaintiff and Aggrieved Employees, shall have, by operation of this Final Order and Judgment, fully, finally and forever released, settled, compromised, relinquished and discharged, to the fullest extent possible, the Released Parties from all Released PAGA Claims.

15. The Notice provided to the Class conforms with the requirements of California Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of due process.

16. No Class Members have objected to the terms of the Settlement.

17. The Court finds the Gross Settlement Amount and the methodology used to calculate and pay each payment are fair and reasonable. The Court authorizes the Settlement Administrator to pay the Participating Class Members and Aggrieved Employees in accordance with the terms of the Settlement.

1 18. Defendants shall pay the total Gross Settlement Amount of Two Hundred Fifty Thousand
2 Dollars (\$250,000.00) to resolve the Action, as provided in the Settlement.

3 19. From the Gross Settlement Amount, Twenty-Five Thousand Dollars (\$25,000) shall be
4 allocated to resolve all claims, penalties, and remedies under the Private Attorneys General Act of 2004
5 (the “PAGA Payment”). Pursuant to the Labor Code Private Attorneys General Act of 2004, California
6 Labor Code section 2698, et seq., sixty-five percent (65%) of the PAGA Payment – *i.e.* Sixteen Thousand
7 Two Hundred Fifty Dollars (\$16,250.00)— shall be paid to the California Labor and Workforce
8 Development Agency. The remaining thirty-five percent (35%) of the PAGA Payment – *i.e.* Eight
9 Thousand Seven Hundred Fifty Dollars (\$8,750.00)—shall be distributed to Aggrieved Employees.

10 20. From the Gross Settlement Amount, Plaintiff shall be paid a Class Representative
11 Enhancement payment in the amount of Five Thousand Dollars (\$5,000.00) for her service as a class
12 representative and for her agreement to a general release of claims.

13 21. From the Gross Settlement Amount, the Settlement Administrator shall be paid the
14 Settlement Administration Costs in the amount of Eight Thousand Five Hundred Dollars (\$8,500.00).

15 22. From the Gross Settlement Amount, Class Counsel is awarded Sixty-Two Thousand Five
16 Hundred Dollars and Zero Cents (\$62,500), for their reasonable attorneys’ fees and Fourteen Thousand
17 Fifty-Six Dollars and Sixty-Seven Cents (\$14,056.67) for their reasonable costs incurred in the Action.
18 The Court finds that the fees are reasonable in light of the benefit provided to the Class.

19 23. Without affecting the finality of this Order in any way, this Court retains continuing
20 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all
21 Parties to this action, and their counsel of record.

22 24. Plaintiff’s Motion for Final Approval of Class and Representative Action Settlement is
23 hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this
24 Order.

25 25. The Parties shall bear their own respective attorneys’ fees and costs, except as otherwise
26 provided for in the Settlement and approved by the Court.

27 26. A Final Settlement Compliance Hearing is set for ~~January 13, 2027~~ February 24, 2027 at 1:30 p.m. The
28 Settlement Administrator is to file a declaration no later than 10 days in advance to confirm that the

1 distribution of funds is complete, including any distribution to the *cy pres* recipients, Legal Aid at Work,
2 per the Settlement Agreement.

3 IT IS SO ORDERED AND ADJUDGED.

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5 Dated: 09/18/2026

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7 JUDGE OF THE SUPERIOR COURT
8 Charmaine H Buehner
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EXHIBIT A

Kristen M. Agnew (State Bar No. 247656)
Kwanporn “Mai” Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
kagnew@diversitylaw.com
ktulyathan@diversitylaw.com

Elwina Grigoryan, Esq. (SBN 316578)
KACE LAW, APC
500 N. Brand Blvd. Suite 2000
Glendale, CA 91203
747-758-9229
Facsimile: 747-758-9192
eg@kacelaw.com

Nick Galadzhyan, Esq. (SBN 324974)
CALIFORNIA JUSTICE LAWYERS, LLP
500 N. Brand Blvd. Suite 2000
Glendale, CA 91203
818-875-8585
Facsimile: 818-875-8585
Nick@CAJusticeLawyers.com

Attorneys for Plaintiff, the Class, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

SARAH ROBERTS-COOPER, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

RISE LUXURY REHAB, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 2024CUOE033989

(Assigned to the Hon. Charmaine H. Buehner,
Dept. J4)

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Action Filed: December 4, 2024
Trial Date: Not Set

1 **JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

2 This Joint Stipulation of Class and Representative Action Settlement (“Agreement,”
3 “Settlement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Sarah
4 Roberts-Cooper (“Plaintiff”) and Defendants Rise Luxury Rehab, LLC and Ascensions Treatment
5 Center, LLC (together, “Defendants”) (collectively with Plaintiff, the “Parties”).

6 **A. DEFINITIONS**

7 The following definitions are applicable to this Agreement. Definitions contained
8 elsewhere in this Agreement shall also be effective:

9 1. “Action” means *Sarah Roberts-Cooper v. Rise Luxury Rehab, LLC*, Case No.
10 2024CUOE033989, filed on December 4, 2024, in the Superior Court of the State of California
11 for the County of Ventura.

12 2. “Aggrieved Employee(s)” means all current and former hourly non-exempt
13 employees, excluding practitioners and therapists, who worked for Defendants in California at any
14 time during the PAGA Period.

15 3. “Agreement,” “Settlement,” or “Settlement Agreement” means this Joint
16 Stipulation of Class and Representative Action Settlement.

17 4. “Class” or “Class Member(s)” means all current and former hourly non-exempt
18 employees, excluding practitioners and therapists, who worked for Defendants in California at any
19 time during the Class Period.

20 5. “Class Counsel” means Kristen M. Agnew and Kwanporn “Mai” Tulyathan of
21 Diversity Law Group, P.C., Elwina Grigoryan of Kace Law APC, and Nick Galadzhyan of
22 California Justice Lawyers, LLP.

23 6. “Class Counsel Award” means such award of fees and costs and expenses as the
24 Court may authorize to be paid to Class Counsel for the services they have rendered and will render
25 to Plaintiff and the Class in the Action. Defendants agree not to oppose the Class Counsel Award
26 of up to one-third (1/3) of the Gross Settlement Amount (\$250,000.00), *i.e.*, the sum of Eighty-
27 Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$83,333.33), and
28 costs in the amount of up to Twenty-Five Thousand Dollars (\$25,000.00), subject to the Court

1 finally approving this Settlement. Any portion of the Class Counsel Award not awarded to Class
2 Counsel shall be added to the Net Settlement Amount.

3 7. “Class List” means information regarding all Class Members that Defendants will
4 diligently and in good faith compile from its records and provide to the Settlement Administrator
5 after Preliminary Approval of this Settlement. The Class List shall be formatted as a Microsoft
6 Office Excel spreadsheet and shall include: each Class Member’s full name; employee number;
7 most recent mailing address; Social security number; the total number of workweeks each Class
8 Member worked during the Class Period; and the total number of PAGA Pay Periods during which
9 each Aggrieved Employee received the payment of wages during the PAGA Period.

10 8. “Class Notice” means the Notice of Class Action Settlement, substantially in the
11 form attached as **Exhibit A**.

12 9. “Class Period” means the period from December 4, 2020, through August 17, 2025.

13 10. “Class Representative” or “Plaintiff” means Plaintiff Sarah Roberts-Cooper.

14 11. “Class Representative Enhancement Payment” means the amount that the Court
15 authorizes to be paid to Plaintiff, in addition to her Individual Settlement Payment, in recognition
16 of her efforts and risks in assisting with the prosecution of the Action. Subject to the Court granting
17 final approval, the Parties agree that Plaintiff shall be paid up to Five Thousand Dollars (\$5,000.00)
18 from the Gross Settlement Amount as the Class Representative Enhancement Payment. Any
19 portion of the Class Representative Enhancement Payment not awarded to Plaintiff shall be added
20 to the Net Settlement Amount.

21 12. “Complaint” means the operative First Amended Class and Representative Action
22 Complaint filed by Plaintiff in this Action.

23 13. “Court” means the Superior Court for the State of California, County of Ventura,
24 or any other court taking jurisdiction of the Action.

25 14. “Defendants” means Defendants Rise Luxury Rehab, LLC and Ascensions
26 Treatment Center, LLC.

27 15. “Defense Counsel” means Debra Ellwood Meppen, Jennifer Jambor-Delgado, and
28 Emilie MacLean of Gordon Rees Scully Mansukhani, LLP.

1 16. “Effective Date” means when all of the following events have occurred: (i) this
2 Settlement Agreement has been executed by all Parties and their respective counsel; (ii) the
3 Court has given preliminary approval to the Settlement; (iii) notice has been given to the Class,
4 providing them with an opportunity to dispute information contained in the Class Notice, opt out
5 of the Settlement, or object to the Settlement; (iv) the Court has held a final approval hearing
6 and entered a final order and judgment certifying the Class and approving this Settlement; and
7 (v) the later of the following events: (a) the expiration of time to file an appeal if no appeal is
8 filed; (b) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on
9 appeal, the date of dismissal or denial of such appeal, or the expiration of the time to file a
10 petition for writ of certiorari; or, (c) if a petition for a writ of certiorari is filed, the date of
11 dismissal or denial of the petition for writ of certiorari, or the date the Judgment is affirmed
12 pursuant to such petition. In this regard, it is the intention of the Parties that the Settlement shall
13 not become effective until the Court’s order approving the Settlement is completely final, and
14 there is no further recourse by an appellant or objector who seeks to contest the Settlement.

15 17. “Final Approval” means that the Final Approval Order and Judgment have been
16 entered by the Court.

17 18. “Gross Settlement Amount” means the maximum settlement amount of Two
18 Hundred Fifty Thousand Dollars (\$250,000.00) to be paid by Defendants as a result of this
19 Agreement. The Gross Settlement Amount includes all Individual Settlement Payments to
20 Participating Class Members, Class Representative Enhancement Payment to Plaintiff, Settlement
21 Administration Costs to the Settlement Administrator, PAGA Payment, and Class Counsel Award.
22 In no event will Defendants be liable for more than the Gross Settlement Amount, except for
23 employer-side payroll taxes and the escalator clause set forth in Paragraph C.9. below.

24 19. “Individual Aggrieved Employee Payment” means the amount payable from the
25 PAGA Payment to each Aggrieved Employee.

26 20. “Individual Settlement Payment” means the amount payable from the Net
27 Settlement Amount to each Participating Class Member.

28 21. “Net Settlement Amount” means the balance of the Gross Settlement Amount

remaining after deduction of the approved Class Representative Enhancement Payment, Settlement Administration Costs, PAGA Payment, and Class Counsel Award. The entire Net Settlement Amount is the maximum amount that will be available for distribution to Participating Class Members.

22. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, address, telephone number, and signature; (b) a written statement of basis for the objection; and (c) any copies of papers, briefs, or documents upon which the objection is based. The Notice of Objection must be returned by mail to the Settlement Administrator at the specified address indicated in the Class Notice and must be postmarked by the Response Deadline.

23. “PAGA Payment” means the portion of the Gross Settlement Amount (\$25,000.00), that the Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, “PAGA”). 35% of the PAGA Payment is allocated to the Aggrieved employees, and 65% of the PAGA Payment is allocated to the Labor Workforce and Development Agency. The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code § 2699(l).

24. “PAGA Notices” means Plaintiff’s September 26, 2024, October 15, 2024, April 21, 2025, and August 22, 2025, letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), asserting claims for civil penalties.

25. “PAGA Period” means the period from September 26, 2023, through August 17, 2025.

26. “PAGA Pay Period(s)” means any pay period during which an Aggrieved Employee was employed by Defendants in California and received the payment of wages during the PAGA Period.

27. “Participating Class” or “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion.

28. “Parties” means Plaintiff, on behalf of herself, Participating Class Members and Aggrieved Employees, and Defendants, collectively.

1 29. “Preliminary Approval” means the Court’s order granting preliminary approval of
2 the Settlement.

3 30. “Released Class Claims” means all claims pled in the Action or which could have
4 reasonably been alleged based on the factual allegations in the Operative Complaint and the
5 Plaintiff’s PAGA notices to the LWDA, which arose during the Class Period. The Released Class
6 Claims include, but are not limited to claims arising under California Labor Code sections 201,
7 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 2802, and 2698, and
8 the California Business and Professions Code section 17200, et seq., 12 CCR § 11040, 8 CCR §
9 11060, and the California common law. The Released Class Claims include, but are not limited to,
10 all of the following claims for relief: (a) failure to pay all minimum wages and overtime wages
11 due; (b) failure to provide meal periods, or provide premium pay in lieu thereof; (c) failure to
12 permit rest periods, or provide premium pay in lieu thereof; (d) failure to provide accurate itemized
13 wage statements; (e) waiting time penalties; (f) failure to reimburse necessary business-related
14 costs; and (h) unfair business practices. No claims outside the Class Period are released by this
15 Agreement.

16 31. “Released PAGA Claims” means all claims for penalties under the Private
17 Attorneys General Act of 2004 that were pled in the Action, or which could have reasonably been
18 alleged based on the factual allegations in the Operative Complaint and Plaintiff’s PAGA notices
19 to the LWDA, which arose during the PAGA Period. The Released PAGA Claims include, but are
20 not limited to claims arising under California Labor Code sections 201, 202, 203, 204, 226, 226.7,
21 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1 and 2802. The Released PAGA Claims are
22 expressly limited to claims arising during the PAGA Period.

23 32. “Released Parties” means Defendants Rise Luxury Rehab, LLC and Ascensions
24 Treatment Center, LLC, and their respective present and former officers, directors, owners,
25 principals, shareholders, insurers, employees, and agents, including but not limited to Ron
26 Finnerman, Parviz Damavandi, Patrick Mitchell, and Eli Damavandi, during the Class Period, and
27 their respective successors, predecessors in interest, subsidiaries, affiliates, and parents.

28 33. “Request for Exclusion” means a timely letter submitted by a Class Member

1 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a)
2 clearly state that the Class Member does not wish to be included in the Settlement; (b) set forth the
3 name, address, telephone number, and last four digits of the Social security number of the Class
4 Member requesting exclusion; (c) be signed by the Class Member; (d) be returned by mail to the
5 Settlement Administrator at the specified address indicated in the Class Notice; and (e) be
6 postmarked on or before the Response Deadline.

7 34. “Response Deadline” means forty-five (45) days after the Settlement Administrator
8 initially mails the Class Notice to Class Members, and the last date on which Class Members may
9 submit Requests for Exclusion or Notices of Objections to the Settlement.

10 35. “Settlement” means the agreement among the Parties to resolve the Action, as set
11 forth in this Agreement.

12 36. “Settlement Administration Costs” means the fees and expenses reasonably
13 incurred by the Settlement Administrator as a result of the procedures and processes expressly
14 required by this Agreement, which are estimated to be \$8,500.00. Any portion of the Settlement
15 Administration Costs not used or approved by the Court shall be added to the Net Settlement
16 Amount.

17 37. “Settlement Administrator” means CPT Group, Inc.

18 38. “Settlement Payment Check” means the payment to Participating Class Members
19 pursuant to this Settlement who do not submit a valid Request for Exclusion from the Settlement,
20 and/or the payment to Aggrieved Employees.

21 **B. RECITALS**

22 1. This Settlement is made and entered into by and between Plaintiff and Defendants,
23 and is subject to the terms and conditions hereof, and to the Court’s approval. The Parties expressly
24 acknowledge that this Agreement is entered into solely for the purpose of compromising
25 significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by
26 Defendants. Defendants deny that they are liable to Plaintiff or the Class Members and deny that
27 they have violated any law.

28 2. On September 26, 2024, Plaintiff filed a notice with the Labor & Workforce

Development Agency alleging that Rise Luxury Rehab, LLC (“Rise Luxury”) violated Labor Code §§ 201-203, 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, pursuant to Labor Code § 2699.

3. On October 15, 2024, Plaintiff filed an amended notice with the LWDA, correcting Rise Luxury’s address.

4. On December 4, 2024, Plaintiff initiated this action in Ventura County Superior Court. Plaintiff asserted causes of action on behalf of Plaintiff, and on behalf of all others similarly situated, for: (1) failure to pay wages; (2) violation of Labor Code §§ 226.7 and 512; (3) violation of Labor Code § 226.7; (4) violation of Labor Code § 226; (5) violation of Business and Professions Code § 17200, *et seq.*; and (6) violation of Labor Code § 2698, *et seq.*

5. On April 21, 2025, Plaintiff filed a supplemental notice with the LWDA, alleging that Rise Luxury also violated Labor Code §§ 226, 1174, and 1174.5.

6. On or about February 26, 2025, the Parties agreed to participate in private mediation with the Honorable Lisa Cole (Ret.). In connection with the mediation, Defendants provided the number of Class Members who were employed during the period of December 20, 2020 through July 17, 2025, the number of separated Class Members, and the number of Aggrieved Employees who were employed during the period of December 20, 2020 through July 17, 2025. Defendant also produced a 25% sample of time and payroll records for Aggrieved Employees, policy documents and other information to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801, and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).

7. On July 17, 2025, the Parties participated in private mediation with the Honorable Lisa Cole (Ret.). After the exchange of further information and extended negotiations, Plaintiff and Defendants reached the present class-wide and representative settlement.

8. To effectuate the settlement, the Parties agreed to the filing of an amended complaint to add Ascensions Treatment Center, LLC as a named defendant, amend the sixth cause of action to include PAGA penalties based on the violation of Labor Code § 2802, and insert a seventh cause of action for violation of Labor Code § 2802.

9. On August 22, 2025, Plaintiff filed a second supplemental notice with the LWDA,

1 naming Ascensions Treatment Center, LLC (“Ascensions”) as an additional employer for all
2 previous written notices and adding a claim for violation of Labor Code § 2802.

3 10. On September 17, 2025, Plaintiff filed the operative First Amended Class and
4 Representative Action Complaint (“Operative Complaint” or “FAC”) against Defendants, alleging
5 causes of action for: (1) failure to pay wages; (2) violation of Labor Code §§ 226.7 and 512; (3)
6 violation of Labor Code § 226.7; (4) violation of Labor Code § 226; (5) violation of Business and
7 Professions Code § 17200, *et seq.*; (6) violation of Labor Code § 2698, *et seq.*; and (7) violation
8 of Labor Code § 2802. As alleged in the Operative Complaint, Plaintiff seeks to represent the
9 Class and Aggrieved Employees. Plaintiff further seeks damages, penalties, attorneys’ fees, and
10 costs. Defendants dispute Plaintiff’s claims, and deny any wrongdoing.

11 11. The Parties recognize the risk, expense, and delay in continuing the Action, and
12 therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties
13 desire to settle, compromise, and discharge all disputes and claims arising from or relating to the
14 Action.

15 **C. TERMS OF AGREEMENT**

16 Plaintiff, on behalf of herself and the Participating Class, and Defendants agree as
17 follows:

18 1. Settlement Consideration. Defendants shall pay the Gross Settlement Amount of
19 Two Hundred Fifty Thousand Dollars (\$250,000.00) as specified in this Agreement, which shall
20 be used to pay: (1) Individual Settlement Payments; (2) Class Counsel Award and Costs; (3) Class
21 Representative Enhancement Payment; (4) Settlement Administration Costs; and (5) PAGA
22 Payment to the Aggrieved Employees and LWDA. Subject to the escalator clause set forth in
23 Paragraph C.9. below, this amount is the maximum total amount to be paid by Defendant in
24 connection with this Agreement, with the exception of Defendants’ share of employer payroll taxes
25 owed on the wage portion of the Individual Settlement Payments, which shall be paid separate and
26 in addition to the Gross Settlement Amount by Defendants. The Parties agree that this is a non-
27 reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to
28 Defendants. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll

taxes) prior to the deadline stated in Paragraph C.2. of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of employment.

2. Funding of the Gross Settlement Amount. Defendants shall make an initial and subsequent monthly deposits into a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator to fund the Gross Settlement Amount according to the schedule set forth herein.

a. Defendants shall deposit the amount of Seventy-Five Thousand Dollars (\$75,000.00) into the QSF on or before October 1, 2025, or when the QSF is established, should its establishment occur after October 1, 2025.

b. Following the initial deposit, Defendants, beginning in November 2025, shall make monthly deposits into the QSF according to the following schedule until the Gross Settlement Amount is paid in its entirety:

Payment Number	Due Date	Amount
1.	November 3, 2025	\$14,583.33
2.	December 1, 2025	\$14,583.33
3.	January 2, 2026	\$14,583.33
4.	February 2, 2026	\$14,583.33
5.	March 2, 2026	\$14,583.33
6.	April 1, 2026	\$14,583.33
7.	May 1, 2026	\$14,583.33
8.	June 1, 2026	\$14,583.33
9.	July 1, 2026	\$14,583.33
10.	August 3, 2026	\$14,583.33
11.	September 1, 2026	\$14,583.33
12.	October 1, 2026	\$14,583.37

c. On or before October 1, 2026, Defendants shall deposit any employer-side

1 payroll taxes owing on the portion of the Gross Settlement Amount allocated toward the payment
2 of wages. In the event the Effective Date is not triggered, the Gross Settlement Amount (or any
3 portions thereof), shall be returned/refunded to Defendants.

4 d. In the event the Effective Date is not triggered, the Gross Settlement
5 Amount (or any portions thereof), shall be returned/refunded to Defendants.

6
7 3. Class Counsel Award. Defendants agree not to oppose or impede any application
8 or motion by Class Counsel for attorneys' fees of up to one-third (1/3) of the Gross Settlement
9 Amount, *i.e.*, the sum of Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-
10 Three Cents(\$83,333.33), and costs in the amount of up to Twenty Five Thousand Dollars
11 (\$25,000.00), which shall be paid from the Gross Settlement Amount. It is understood by Class
12 Counsel that the Court has final discretion in any fee award. The Settlement Administrator shall
13 issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys' fees, costs, and
14 expenses. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added
15 to the Net Settlement Amount and shall be distributed to Class Members as provided in this
16 Agreement. Notwithstanding any other provision of this Agreement, if the Court should fail to
17 award attorneys' fees to Class Counsel in the full amount provided for in this Agreement, no order
18 of the Court or modification of any order of the Court concerning the amount of any attorneys'
19 fees to be paid by Defendants to Class Counsel pursuant to this settlement shall constitute grounds
20 for cancellation or termination of the Agreement or grounds for limiting any other provision of the
21 Judgment. It is agreed that no order of the Court, including any order concerning attorneys' fees,
22 may alter or otherwise increase the Gross Settlement Amount.

23 4. Class Representative Enhancement Payment. Defendants agree not to oppose or
24 impede any application or motion by Plaintiff for a Class Representative Enhancement Payment
25 of up to Five Thousand Dollars (\$5,000.00). The Class Representative Enhancement Payment shall
26 be paid from the Gross Settlement Amount and shall be paid in addition to Plaintiff's Individual
27 Settlement Payment and/or Individual Aggrieved Employee Payment. It is understood by Class
28 Counsel and Plaintiff that the Court has final discretion in any Class Representative Enhancement

1 Payment. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the
2 Class Representative Enhancement Payment. Plaintiff shall be solely and legally responsible to
3 pay any and all applicable taxes on her Class Representative Enhancement Award and shall hold
4 harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result
5 of the Class Representative Enhancement Award. Any portion of the Class Representative
6 Enhancement Payment not awarded to Plaintiff shall be added to the Net Settlement Amount and
7 shall be distributed to Class Members as provided in this Agreement. No order of the Court or
8 modification of any order of the Court concerning the amount of the Class Representative
9 Enhancement Payment to be paid by Defendants to Plaintiff pursuant to this settlement shall
10 constitute grounds for cancellation or termination of the Agreement or grounds for limiting any
11 other provision of the Judgment.

12 5. Settlement Administration Costs. The Settlement Administrator shall be paid for
13 the reasonable costs of administration of the Settlement from the Gross Settlement Amount,
14 currently estimated to be \$8,500.00. These costs, which shall be paid from the Gross Settlement
15 Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement Payments
16 and Individual Aggrieved Employee Payments, including calculating employer taxes and
17 forwarding all payroll taxes and other legally required withholdings to the appropriate government
18 authorities, issuing of IRS Forms W-2, IRS Forms 1099, and other tax forms as necessary,
19 establishing a Qualified Settlement Fund, administering and distributing the Gross Settlement
20 Amount and Class Counsel Award, and providing necessary reports and declarations. Any portion
21 of the Settlement Administration Costs not allowed shall be added to the Net Settlement Amount
22 and shall be distributed to Class Members as provided in this Agreement.

23 6. PAGA Payment. Subject to Court approval, the Parties agree that the amount of
24 Twenty-Five Thousand Dollars (\$25,000.00) of the Gross Settlement Amount shall be designated
25 for satisfaction of claims for civil penalties under the PAGA. The Settlement Administration shall
26 pay sixty-five percent (65%) of the PAGA Payment, *i.e.*, the sum of Sixteen Thousand Two
27 Hundred Fifty Dollars (\$16,250.00), to the LWDA. The remaining thirty-five percent (35%), *i.e.*,
28 the sum of Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00), shall be distributed to

Aggrieved Employees on a *pro rata* basis, based on the number of PAGA Pay Periods in which the employee received the payment of wages. It has been determined that there are approximately 86 Aggrieved Employees who received the payment of wages in approximately 1,581 PAGA Pay Periods.

7. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy Individual Settlement Payments to Participating Class Members. The Settlement Administrator will allocate the Individual Settlement Payments by first dividing the Net Settlement Amount by the total number of workweeks worked by Class Members during the Class Period. That value will then be multiplied by the number of workweeks worked by each individual Class Member during the Class Period. Participating Class Members are entitled to 100% of the Net Settlement Amount. Defendants maintain no reversionary right to any portion of the Net Settlement Amount. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payments for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount.

8. Calculation of Gross Settlement Amount. The Gross Settlement Amount was calculated with, and is premised on, Defendants' estimate that there are approximately 144 Class Members eligible to participate in the Settlement. Based on Defendants' records to date, Defendants estimate that the Class Members worked approximately 6,574 workweeks during the Class Period.

9. Escalator Clause. If the total number of workweeks worked by Class Members during the Class Period exceeds 6,574 by more than ten percent (10%) (*i.e.*, 7,231 workweeks), then the Gross Settlement Amount shall be adjusted on a *pro rata* basis equal to the percentage increase above 10%. For example, if the total number of workweeks increases by 11%, then the Gross Settlement Amount shall be increased by 1%. Alternatively, if the total number of workweeks exceeds 7,231, then Defendants in their sole discretion will have the option to roll back the end date of the Class Period so that the total number of workweeks worked by Class Members equals 7,231.

1 10. Effect of Non-Participating Class Members on Calculation of Individual Settlement
2 Payments. Non-Participating Class Members will not receive any Individual Settlement Payments.

3 The Settlement Administrator will retain amounts equal to their Individual Settlement Payments
4 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

5 11. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
6 Settlement Class Members under this Agreement, Individual Aggrieved Employee Payments made
7 to Aggrieved Employees, and Enhancement Payment made to Plaintiff, as well as any other
8 payments made pursuant to this Agreement, shall not be utilized to calculate any additional
9 benefits under any benefit plans to which any Class Members may be eligible, including, but not
10 limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
11 sick leave plans, PTO plans, and any other benefit plans. Rather, it is the Parties' intention that this
12 Settlement will not affect any rights, contributions, or amounts to which any Class Members may
13 be entitled under any benefit plans.

14 12. Settlement Administration Process. The Parties agree to cooperate in the
15 administration of the Settlement and to make all reasonable efforts to control and minimize the
16 costs and expenses incurred in the administration of the Settlement. The Settlement Administrator
17 shall provide the following services:

- 18 a. Establish and maintain a Qualified Settlement Fund account;
- 19 b. Calculate the amount of the Settlement each Class Member is eligible to
20 receive;
- 21 c. Verify the last known address for each Class Member through a generally
22 utilized, national address update database prior to mailing the Class Notice;
- 23 d. Print and mail the Class Notice;
- 24 e. Establish and maintain a static website and toll-free informational telephone
25 support line to assist Class Members who have questions regarding the Class Notice;
- 26 f. Conduct additional address searches for mailed Class Notices that are
27 returned as undeliverable and, to the extent new and more current addresses are found, also reprint
28 and re-mail Class Notices accordingly;

1 g. Calculate Class Members' settlement shares, field inquiries from Class
2 Members, and administer any Requests for Exclusion. This service will include settlement proceed
3 calculations, the printing and issuance of checks, and preparation of IRS Forms W-2 and 1099;
4 and

5 h. Provide declarations and/or other information to the Court as requested.

6 13. Delivery of the Class List. Within forty-five(45) calendar days after the Court enters
7 its Preliminary Approval Order, Defendants shall provide the Class List to the Settlement
8 Administrator.

9 14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid.
10 Code Section 1152, and all copies and summaries of Class Data provided to Class Counsel by
11 Defendants in connection with the mediation, other settlement negotiations, or in connection with
12 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may
13 not be used in any way that violates any existing contractual agreement, statute, or rule of court.

14 15. Notice by First-Class U.S. Mail. Within ten (10) business days after receiving the
15 Class List from Defendants, the Settlement Administrator shall mail a Class Notice to all Class
16 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
17 identified in the Class List.

18 16. Confirmation of Contact Information in the Class List. Prior to mailing the Class
19 Notice, the Settlement Administrator shall perform a search based on the National Change of
20 Address Database for information to update and correct the Class List for any known or identifiable
21 address changes.

22 17. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice
23 will provide: (1) information regarding the nature of the Action; (2) a summary of the Settlement's
24 principal terms; (3) the Class definition; (4) each Class Member's estimated Individual Settlement
25 Payment, and if applicable, the estimated Individual Aggrieved Employee Payment, and the
26 formulas for calculating each; (5) the dates that comprise the Class Period and PAGA Period; (6)
27 instructions on how to submit a valid Request for Exclusion or Notice of Objection; (7) the
28 deadlines by which the Class Member may submit a Request for Exclusion or Notice of Objection

1 to the Settlement; (8) the date for the final approval hearing; and (9) the claims to be released. The
2 Class Notice will also inform Class Members that in order to receive the Individual Settlement
3 Payment and/or Individual Aggrieved Employee Payment, they do not need to do anything except
4 keep the Settlement Administrator apprised of their current mailing addresses.

5 18. Re-Mailing of Returned Notices. Any Class Notices returned to the Settlement
6 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via
7 regular First-Class U.S. Mail to the forwarding address affixed thereto. The Settlement
8 Administrator shall indicate the date of such re-mailing on the Class Notice. If no forwarding
9 address is provided, the Settlement Administrator shall promptly attempt to determine the correct
10 address using a skip-trace, or other search using the name, address, and/or social security number
11 of the Class Member involved and shall then perform a re-mailing. Those Class Members who
12 receive a re-mailed Class Notice shall have their Response Deadline extended fifteen (15) days
13 from the original Response Deadline.

14 19. Request for Exclusion Procedures. Any Class Member, other than Plaintiff, may
15 opt-out from the Settlement by submitting a written Request for Exclusion to the Settlement
16 Administrator postmarked by the Response Deadline. A Request for Exclusion must: (1) contain
17 the name, address, telephone number, and the last four digits of the Social security number of the
18 person requesting exclusion; (2) clearly state that the Class Member does not wish to be included
19 in the Settlement; (3) be signed by the Class Member; (4) be returned by mail to the Settlement
20 Administrator at the specified address; and (5) be postmarked on or before the Response Deadline.
21 The date of the postmark shall be the exclusive means to determine whether a Request for
22 Exclusion is timely. By submitting such a Request for Exclusion, a Class Member shall be deemed
23 to have exercised his or her option to opt out of the Settlement and not be bound by this Agreement,
24 except that in light of the binding nature of a PAGA judgment on non-party employees, Class
25 Members employed during the PAGA Period (as Aggrieved Employees) who exclude themselves
26 from this Settlement shall still be bound by the Released PAGA Claims. At no time shall any of
27 the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit a
28 Request for Exclusion. Class Counsel shall not represent any Class Members with respect to any

1 such request.

2 20. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
3 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely
4 Request for Exclusion shall be bound by all terms of the Settlement to the fullest possible extent,
5 including those pertaining to the Released Class Claims, as well as any Judgment that may be
6 entered by the Court. Additionally, Class Members employed during the PAGA Period shall be
7 bound by the Released PAGA Claims, as well as any Judgment that may be entered by the Court
8 thereon, regardless of whether they opt-out of the Settlement.

9 21. Objection Procedures. Any Class Member who does not opt-out of this Settlement
10 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member must
11 return by mail a written statement of objection to the Settlement Administrator at the specified
12 address by the Response Deadline. The Notice of Objection must include: (a) the objector's full
13 name, address, telephone number, and signature; (b) a written statement of the basis for the
14 objection; and (c) any copies of papers, briefs, or documents upon which the objection is based.
15 At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class
16 Members to submit written objections to the Settlement or appeal from the Order and Judgment.
17 Class Counsel shall not represent any Class Members with respect to any such objections to this
18 Settlement. Any Class Member who submits a valid Request for Exclusion shall not be allowed to
19 object to this Settlement.

20 22. Defendants' Right to Rescind. If more than ten percent (10%) of Class Members
21 opt out of the Settlement by submitting valid and timely Requests for Exclusion, Defendants have
22 the unilateral right to rescind the Parties' Settlement. Defendants shall exercise the option to
23 rescind within five (5) calendar days of notification by the Settlement Administrator of the opt-out
24 data or the right shall be waived. If either Defendant exercises its option to rescind, that Defendant
25 shall: (a) provide written notice to Class Counsel at least ten (10) business days prior to the final
26 approval hearing, and (b) pay all Settlement Administration Costs incurred by the Settlement
27 Administrator up to the date of Defendant's notice to rescind. In the event the Settlement is
28 terminated, the Parties shall proceed in all respects as if this Agreement had not been executed.

1 The Parties agree that they will not encourage any Class Member to object to the Settlement or to
2 opt out.

3 23. Settlement Administrator's Reports of Information. The Settlement Administrator
4 shall provide Defense Counsel and Class Counsel a weekly report that certifies the number of
5 Class Members who have submitted valid Requests for Exclusion. Additionally, the Settlement
6 Administrator will provide to counsel for both Parties any updated reports regarding the
7 administration of the Settlement as needed or requested. The Settlement Administrator shall also
8 forward to Parties' counsel any Notices of Objection received immediately upon receipt. Further,
9 the Settlement Administrator shall immediately forward any Request for Exclusion to the Parties'
10 counsel so that they can determine whether the Request for Exclusion is valid and timely.

11 24. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar
12 days of the transfer to the Settlement Administrator of the portion of the Gross Settlement Amount
13 sufficient to pay the Net Settlement Amount, PAGA Payment and Class Representative
14 Enhancement Payment, the Settlement Administrator shall pay: (i) all Individual Settlement
15 Payments owed to Participating Class Members; (ii) all Individual Aggrieved Employee Payments
16 owed to Aggrieved Employees; (iii) sixty-five percent (65%) of the PAGA Payment to the LWDA;
17 and (iv) the Class Representative Enhancement Payment to Plaintiff. The Settlement
18 Administration Costs and Class Counsel Award shall be paid pursuant to Class Counsel's
19 instructions, after the distribution of the Net Settlement Amount, PAGA Payment and Class
20 Representative Enhancement Payment. In no event shall any payments be made pursuant to this
21 Paragraph prior to the Effective Date.

22 25. Uncashed Settlement Payment Checks. Any Settlement Payment Check issued by
23 the Settlement Administrator to Participating Class Members and/or Aggrieved Employees shall
24 be negotiable for not less than one hundred eighty (180) days from the date of their issuance. This
25 is a non-reversionary settlement. All Settlement Payment Checks that remain un-cashed within
26 one hundred eighty (180) days of mailing by the Settlement Administrator shall be paid out
27 pursuant to California Code of Civil Procedure § 384 to the following *cy pres* recipient: Legal Aid
28 at Work. In such event, those Participating Class Members and Aggrieved Employees will

nevertheless remain bound by the Settlement.

26. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator shall provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

27. Administration Costs if Settlement Fails or is Delayed. If a Notice of Objection to the Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken, or if the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator shall be borne equally by Defendants and Plaintiff, unless otherwise specified in this Agreement.

28. Treatment of Individual Settlement Payments. All Individual Settlement Payments shall be allocated as follows: eighty-five percent (85%) as penalties and interest and reported on an IRS Form 1099; and fifteen percent (15%) shall be attributed to wages and reported on an IRS Form W-2. Participating Class Members are responsible for their share of the payroll taxes, which shall be deducted from their Individual Settlement Payments. Defendants are responsible for their respective employer share of payroll taxes, in addition to the Gross Settlement Amount, and these taxes will not be deducted from the Gross Settlement Amount.

29. Treatment of Individual Aggrieved Employee Payments. All Individual Aggrieved Employee Payments shall be allocated as 100% penalties and shall be reported on an IRS Form 1099 by the Settlement Administrator.

30. Administration of Taxes by the Settlement Administrator. The Settlement Administrator shall be responsible for issuing to Plaintiff, Participating Class Members, Aggrieved Employees, and Class Counsel, IRS Form W-2, IRS Form 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement.

31. Tax Liability. Defendants, Defense Counsel, the Settlement Administrator, and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff, Participating Class Members, and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendants, Defense Counsel, Class Counsel, or by the Settlement Administrator in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the

1 payment of any and all taxes and penalties assessed on their respective payments described herein
2 and will defend, indemnify, and hold Defendants, Defense Counsel, Class Counsel, and the
3 Settlement Administrator free and harmless from and against any claims resulting from treatment
4 of such payments as non-taxable penalties/damages.

5 32. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
6 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
7 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
8 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
9 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
10 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
11 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
12 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
13 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
14 PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
15 EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL
16 FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT,
17 (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
18 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
19 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
20 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
21 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
22 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
23 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
24 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
25 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
26 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
27 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
28 AGREEMENT.

1 33. No Prior Assignments. The Parties and their counsel represent, covenant, and
2 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
3 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
4 action, cause of action, or right herein released and discharged.

5 34. Release of Claims by Participating Class Members. As of the date the Gross
6 Settlement Amount is fully funded, Plaintiff and all Participating Class Members hereby do and
7 shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished
8 and discharged, to the fullest extent possible, any and all of the Released Parties of and from any
9 and all Released Class Claims.

10 35. Release of Claims by Aggrieved Employees. As of the date the Gross Settlement
11 Amount is fully funded, Plaintiff and all Aggrieved Employees hereby do and shall be deemed to
12 have fully, finally, and forever released, settled, compromised, relinquished and discharged, to the
13 fullest extent possible, any and all of the Released Parties of and from any and all Released PAGA
14 Claims. Nothing in this Agreement shall be construed to release, waive, or preclude any direct,
15 individual claims by Aggrieved Employees for alleged violations of the California Labor Code
16 that are not encompassed within the Released Class Claims.

17 36. Nullification of Settlement. In the event that the Settlement does not become final
18 for any reason, then this Agreement, and any documents generated to bring it into effect, shall be
19 null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall
20 likewise be treated as void from the beginning.

21 37. Disputes Regarding Individual Settlement Payments. In the event that Class
22 Members have a dispute as to the data provided by the Defendants, Class Members will have the
23 opportunity to provide documentation and/or an explanation. If there is a dispute, the Settlement
24 Administrator will consult with the Parties to determine whether an adjustment is warranted. The
25 Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual
26 Settlement Payments under the terms of this Agreement, and that determination shall be binding.

27 38. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
28 Settlement Administrator concerning the administration of the Settlement will be resolved by the

1 Court under the laws of the State of California. Prior to any such involvement of the Court, counsel
2 for the Parties will confer in good faith to resolve the disputes without the necessity of involving
3 the Court.

4 39. Preliminary Approval Hearing. Within thirty-five (35) calendar days of execution
5 of this Agreement, Plaintiff shall obtain a hearing before the Court and file a motion to request
6 Preliminary Approval of the Settlement, conditional certification of the Class, and the entry of a
7 Preliminary Approval Order: (i) approving of the proposed Settlement, and (ii) setting a date for a
8 Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for
9 the Class Notice to be sent to all Class Members as specified herein. In conjunction with the
10 Preliminary Approval hearing, Plaintiff shall submit this Agreement, which sets forth the terms of
11 this Settlement, and will include the proposed Class Notice, attached to this Agreement as **Exhibit**
12 **A**. Defendants shall cooperate with Plaintiff in providing information to the Court necessary to
13 obtain Court approval of the settlement. If required by the Court, Defendants agree to provide a
14 financial hardship declaration and/or supporting documents.

15 40. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
16 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's
17 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the
18 Final Approval of the Settlement along with the amounts properly payable for the (i) Individual
19 Settlement Payments; (ii) PAGA Payment; (ii) Class Counsel Award; (iii) Class Representative
20 Enhancement Payment; and (iv) Settlement Administration Costs. Class Counsel will be
21 responsible for drafting all documents necessary to obtain final approval. Class Counsel will also
22 be responsible for drafting the attorneys' fees and costs application to be heard at the Final
23 Approval Hearing.

24 41. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the
25 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with
26 the terms of this Agreement. After entry of the Judgment, the Court shall have continuing
27 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms
28 of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as

1 may be appropriate under court rules or as set forth in this Agreement.

2 42. Exhibits Incorporated by Reference. The terms of this Agreement include the terms
3 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
4 herein. Any Exhibits to this Agreement are an integral part of the Settlement.

5 43. Confidentiality Preceding Preliminary Approval. The Parties and their attorneys
6 will keep this Agreement confidential until the filing of the motion for preliminary approval.
7 Thereafter, the Parties and their counsel agree that they will not issue any press releases, or initiate
8 any contact with the press, about the fact, amount or terms of the Settlement. Notwithstanding the
9 above, nothing in this paragraph and/or the confidentiality obligations stated herein, shall be
10 construed to interfere with Class Counsel's communications with Class Members or limit Class
11 Counsel from complying with ethical obligations under the Agreement, nor will it preclude Class
12 Counsel from referring to the settlement in any future Court filings (whether in this case or in other
13 proceedings) in support of its qualifications as counsel. The Parties may also make public
14 statements to the Court as necessary to obtain approval of the Settlement.

15 44. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety
16 of the Parties' Settlement terms. No other prior or contemporaneous written or oral negotiations
17 or agreements may be deemed binding on the Parties.

18 45. Disputes Regarding Language of Final Settlement Agreement. If the Parties have a
19 dispute relating in any way to the Settlement of the Action, the Parties agree to attempt to engage
20 the Honorable Lisa Cole (Ret.) for additional, good-faith mediation prior to dissolving the
21 settlement and re-engaging in active litigation. The Parties agree to pay the costs of any additional
22 mediation(s) equally, with Plaintiff responsible for one-half of costs and Defendants responsible
23 for the other half.

24 46. Amendment or Modification. This Agreement may be amended or modified only
25 by a written instrument signed by the Parties or their successors-in-interest.

26 47. Authorization to Enter into Agreement. Counsel for all Parties warrant and
27 represent they are expressly authorized by the Parties whom they represent to negotiate this
28 Agreement and to take all appropriate actions required or permitted to be taken by the Parties

pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best and good-faith efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

48. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously defined.

49. California Law Governs. All terms of this Agreement and Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

50. Execution in Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, DocuSign, electronic signature, email, or scanned copies of the signature page, shall be accepted as an original and deemed to be one and the same instrument.

51. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations, mediation, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

52. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no way affect any other provision if Defendants and Class Counsel, on behalf of the Parties and the Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision

1 had never been included in this Agreement.

2 53. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
3 that Plaintiff or Class Counsel may appeal any reduction in the Class Counsel Award below the
4 amount Class Counsel requests, and either Party may appeal any order that materially alters the
5 Agreement's terms.

6 54. Class Action Certification. The Parties are agreeing to class certification for
7 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an
8 admission of any kind by Defendants, including without limitation, that certification of a class for
9 trial or any other purpose is appropriate or proper or that Plaintiff or any Class Member can
10 establish any of the requisite elements for class treatment of any of the claims in this Action. If,
11 for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties
12 will be restored to their respective positions in the lawsuit as if they had not entered into this
13 Agreement. The Parties further agree that this Agreement, the final stipulation of Settlement, or
14 any documents or orders issued related to this Settlement will not be admissible, other than
15 according to the Settlement's terms, in this or any other proceeding as evidence that either: (i) a
16 class action should be certified, or (ii) Defendants are liable to Plaintiff or any Class Member.

17 55. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
18 dispute that has arisen between them and to avoid the burden, expense and risk of continued
19 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that
20 they have violated any federal, state, or local law; violated any regulations or guidelines
21 promulgated pursuant to any statute or any other applicable laws, regulations or legal
22 requirements; breached any contract; violated or breached any duty; engaged in any
23 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
24 employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations
25 connected with it, shall be construed as an admission or concession by Defendants of any such
26 violations or failures to comply with any applicable law, regulation, or legal requirement. Except
27 as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms
28 and provisions shall not be offered or received as evidence in any action or proceeding to establish

any liability or admission of any nature on the part of Defendants, or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

56. Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

57. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

58. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties also agree that all discovery and litigation (including enforcement of motions) shall be stayed pending the time period of July 17, 2025, until two weeks after the Court's denial of either preliminary approval or final approval, and any Party may terminate the stay by providing written notice within three (3) business days of the intent to terminate the stay.

59. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, or to declare rights and/or obligations under this Settlement, the prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

60. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

61. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement,

and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

62. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

63. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, intend that this Agreement shall be fully enforceable and binding on all Parties, and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement Between Plaintiff and Defendants as of the date(s) set forth below:

APPROVAL AND EXECUTION BY PARTIES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF SARAH ROBERTS-COOPER

DATED: 10 / 14 / 2025



Plaintiff Sarah Roberts-Cooper

DEFENDANT RISE LUXURY REHAB, LLC

DATED: _____

Parviz Damavandi
Chief Financial Officer

**DEFENDANT ASCENTIONS TREATMENT
CENTER, LLC**

DATED: _____

Parviz Damavandi
Chief Financial Officer

and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

62. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

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APPROVAL AND EXECUTION BY PARTIES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF SARAH ROBERTS-COOPER

DATED: _____

Plaintiff Sarah Roberts-Cooper

DEFENDANT RISE LUXURY REHAB, LLC

DATED: October 15, 2025 _____

DocuSigned by:
Parviz Damavandi
B1DCCBE28E14418...

Parviz Damavandi
Chief Financial Officer

DEFENDANT ASCENTIONS TREATMENT CENTER, LLC

DATED: October 15, 2025 _____

DocuSigned by:
Parviz Damavandi
B1DCCBE28E14418...

Parviz Damavandi
Chief Financial Officer

1 **APPROVED AS TO FORM ONLY BY COUNSEL**

2
3 **DIVERSITY LAW GROUP, P.C.**

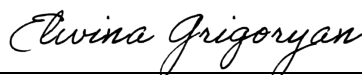
4 DATED: October 14, 2025



5 _____
6 Kristen M. Agnew
7 Kwanporn "Mai" Tulyathan
8 Attorneys for Plaintiff and the Class

8 **KACE LAW, APC**

9 DATED: **October 14, 2025**



10 _____
11 Elwina Grigoryan
12 Attorneys for Plaintiff and the Class

12 **CALIFORNIA JUSTICE LAWYERS, LLP**

13 DATED: October 14, 2025



14 _____
15 Nick Galadzhyan
16 Attorneys for Plaintiff and the Class

17 **GORDON REES SCULLY MANSUKHANI,**
18 **LLP**

19 DATED: October 15, 2025



20 _____
21 Debra Ellwood Meppen
22 Jennifer Jambor-Delgado
23 Emilie MacLean
24 Attorneys for Defendants Rise Luxury Rehab, LLC
25 and Ascensions Treatment Center, LLC
26
27
28

EXHIBIT A

Sarah Roberts-Cooper v. Rise Luxury Rehab, LLC
SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA
(CASE NO. 2024CUOE033989)

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A CURRENT OR FORMER HOURLY NON-EXEMPT EMPLOYEE OF RISE LUXURY REHAB, LLC OR ASCENTIONS TREATMENT CENTER, LLC (“DEFENDANTS”) AND WORKED IN THE STATE OF CALIFORNIA AT ANY TIME DURING THE PERIOD OF DECEMBER 4, 2020, THROUGH AUGUST 17, 2025, YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS ACTION SETTLEMENT.

The Superior Court of California, County of Ventura (“Court”) authorized this Notice to be sent by CPT Group, Inc. (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

DEFENDANTS CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR ANY ACTIONS YOU TAKE WITH RESPECT TO THIS SETTLEMENT.

«BarcodeString»
SIMID «SIMID»

ATTN: «FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

**YOU ARE ESTIMATED TO RECEIVE
APPROXIMATELY
\$«MERGED_EstSettAmnt_CALC»
THROUGH THIS CLASS ACTION
SETTLEMENT**

- Sarah Roberts-Cooper (“Named Plaintiff”) filed a class action lawsuit against Defendants on behalf of herself and all other similarly situated employees for alleged wage and hour violations.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to sue Defendants separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
You Can ASK TO BE EXCLUDED FROM THE CLASS SETTLEMENT BUT	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Settlement Payment. Non-Participating Class Members cannot object to any portion of the

NOT THE PAGA SETTLEMENT (Deadline: Response Deadline)	proposed Settlement. However, if you are an “Aggrieved Employee” (defined below), you will still receive a portion of the PAGA Payment (if any) even if you exclude yourself.
You Can OBJECT TO THE CLASS SETTLEMENT BUT NOT THE PAGA SETTLEMENT (Deadline: Response Deadline)	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. Important: If you object to the settlement, you cannot also ask to be excluded.

THESE RIGHTS AND OPTIONS — AND THE DEADLINES TO EXERCISE THEM — ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What Is This Lawsuit About?

In the lawsuit, the Named Plaintiff claimed that Defendants failed to pay all wages owed, provide compliant meal and rest breaks, reimburse work-related expenses, provide accurate itemized wage statements, and timely pay all wages when owed and upon separation of employment, in violation of California Labor Code sections 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and California Business and Professions Code section 17200, *et seq.* Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

3. Why Is This A Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Sarah Roberts-Cooper), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Superior Court of California, County of Ventura is in charge of the case. The lawsuit is known as *Sarah Roberts-Cooper v. Rise Luxury Rehab, LLC*, Case No. 2024CUOE033989.

4. Why Is There A Settlement?

The Court did not decide in favor of Named Plaintiff or Defendants. Named Plaintiff thinks that she could have won at trial. Defendants think that they would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The class representative and the attorneys think the settlement is best for class members.

5. How Do I Know If I Am Part Of The Settlement?

The Court has decided that all current and former hourly non-exempt employees, excluding practitioners and therapists, who worked for Defendants in California at any time during the Class Period are class members (the “Class” or “Class Member(s)”). The Class Period is the period from December 4, 2020, through August 17, 2025.

The Court has decided that all current and former hourly non-exempt employees, excluding practitioners and therapists, who worked for Defendants in California at any time during the PAGA Period are “Aggrieved Employees.” The PAGA Period is the period from September 26, 2023, through August 17, 2025.

6. What Does The Settlement Provide?

The proposed settlement provides for a payment by Defendants of \$250,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to class members who can be located, and who do not exclude themselves from the settlement, will be the value of the Gross Settlement Amount after deducting the following (the “Net Settlement Amount”): (a) settlement administration costs in the amount of \$TBD; (b) class representative enhancement payment to Named Plaintiff in the amount of \$5,000.00 for her work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel’s attorneys’ fees in the amount of one-third of the Gross Settlement Amount (currently estimated to total \$83,333.33); (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$25,000.00; and (e) PAGA penalties in the amount of \$25,000.00, allocated 65% to the Labor and Workforce Development Agency (“LWDA”) and 35% to Aggrieved Employees based on their PAGA Pay Periods. **Class Counsel’s attorneys’ fees and costs and Named Plaintiff’s class representative enhancement payment, remain subject to Court approval.**

No portion of the Gross Settlement Amount will be returned to Defendants under any circumstances.

7. How Much Will My Payment Be?

Your estimated share of the class settlement is shown above and is based on the number of workweeks you worked for Defendants during the Class Period as compared to the total number of workweeks worked by all class members during that same period. Based upon Defendants’ records, your workweek number is determined to be **. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of workweeks, see below (Question 9).

Your estimated share of the PAGA penalties is included in the total listed above and is based on the number of pay periods you in which you received the payment of wages during the PAGA Period. Based upon Defendants’ records, your pay period number is determined to be **.

8. How Do I Get A Payment?

To qualify for payment, you need not do anything other than inform the Settlement Administrator of your current address (if you have moved from the address listed on this Notice). The Settlement Administrator will mail you a check within approximately sixty days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

9. What If I Believe The Information Is Inaccurate?

If you believe the number of workweeks listed above is inaccurate, you may dispute it by sending a letter to

[ADMINISTRATOR'S ADDRESS] no later than [Response Deadline]. Be sure to include your name, address, telephone number, last four digits of your social security number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up To Get A Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against the Released Parties for any legal claims arising during the Class Period that are based on the facts alleged by Named Plaintiff in the lawsuit, or any claims that could have been brought under the facts and allegations made in the lawsuit. Specifically, you will be giving up or “releasing” the claims described below:

INSERT RELEASED CLASS CLAIMS (the “Released Class Claims”).

In addition, if you are an Aggrieved Employee, you will release the Released Parties from the following claims:

INSERT RELEASED PAGA CLAIMS (“Released PAGA Claims”).

The Released Parties are Defendants Rise Luxury Rehab, LLC and Ascensions Treatment Center, LLC, and their respective present and former officers, directors, owners, principals, shareholders, insurers, employees, and agents, including but not limited to Ron Finnerman, Parviz Damavandi, Patrick Mitchell, and Eli Damavandi, during the Class Period, and their respective successors, predecessors in interest, subsidiaries, affiliates, and parents¹¹. How Do I Exclude Myself From The Settlement?

To exclude yourself from the settlement (also referred to as “opt out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Roberts-Cooper v. Rise Luxury Rehab, LLC* settlement.

Be sure to include your name, address, telephone number, last four digits of your social security number, and your signature. You must mail your request for exclusion postmarked no later than [Response Deadline], to the Settlement Administrator at *****.

If you submit a timely and valid “opt out” request, you will no longer be a member of the class and you will not receive any money from the class portion of the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens regarding the class action portion of this lawsuit. You will keep any rights to sue (or continue to sue) Defendants in the future for the same legal claims made in this lawsuit, at your own expense.

Regardless of whether you opt out of the class portion of the settlement, if you are an Aggrieved Employee, you will still receive a portion of the PAGA Payment and be bound by the Released PAGA Claims.

12. If I Don't Exclude Myself, Can I Sue Defendant Or Get Money From The Settlement?

If you remain in the settlement, you cannot sue Defendants for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendants, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is [Response Deadline].

If you exclude yourself from the Settlement, you will not receive any money from the settlement of the class claims in this matter.

13. How Do I Tell The Court That I Don't Believe That The Settlement Is Fair?

If you are a class member and you do not exclude yourself from the settlement, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you must do so in writing. You may also appear at the final approval hearing for the settlement (see Section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense.

All objections must be signed by you and must include: (1) your full name, address, telephone number, and signature; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than [Response Deadline], to the Settlement Administrator at *****.

14. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court.

15. Do I Have A Lawyer In This Case?

The Court decided that the law firms of Diversity Law Group, P.C., Kace Law, APC, and California Justice Lawyers, LLP, all of which represent the Named Plaintiff, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will The Attorneys For The Class And The Class Representative Be Paid?

The attorneys for the Named Plaintiff and the class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to one-third of the Gross Settlement Amount (currently estimated to total \$83,333.33) in attorneys' fees and for actual litigation costs incurred up to a maximum of \$25,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see Section 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, an enhancement payment for the Named Plaintiff of an amount up to \$5,000.00 will be paid from the Gross Settlement Amount for her work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

17. Notice Of Hearing On Final Approval And Objections To The Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Charmaine H. Buehner on _____, 2026, at ____ a.m., in Department J4 of the Superior Court of California for the County of Ventura, located at 4353 E. Vineyard Avenue, Oxnard, California 93036, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendants, and all class members who have not requested exclusion will be deemed to have waived the Released Claims set forth above.

18. How Do I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel.

19. What Is The Contact Information For The Court and Class Counsel?

The addresses for the Court and Class Counsel are as follows:

COURT	CLASS COUNSEL
Clerk of Court Superior Court of California, County of Ventura 800 S. Victoria Avenue Ventura, CA 93009	DIVERSITY LAW GROUP, P.C. Kristen M. Agnew Kwanporn “Mai” Tulyathan 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 Telephone: (213) 488-6555 Facsimile: (213) 488-6554 KACE LAW, APC Elwina Grigoryan 500 N. Brand Blvd., Suite 2000 Glendale, CA 91203 Telephone: (747) 758-9229 Facsimile: (747) 758-9192 CALIFORNIA JUSTICE LAWYERS, LLP Nick Galadzhyan 500 N. Brand Blvd., Suite 2000 Glendale, CA 91203 Telephone: (818) 875-8585 Facsimile: (818) 875-8585

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Sarah Roberts-Cooper v. Rise Luxury Rehab, LLC

c/o CPT Group, Inc.

Address

City, CA, Zip

Toll-Free Phone Number: [insert]

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

Kristen M. Agnew (State Bar No. 247656)
Kwanporn “Mai” Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
kagnew@diversitylaw.com
ktulyathan@diversitylaw.com

Elwina Grigoryan, Esq. (SBN 316578)
KACE LAW, APC
500 N. Brand Blvd. Suite 2000
Glendale, CA 91203
747-758-9229
Facsimile: 747-758-9192
eg@kacelaw.com

Nick Galadzhyan, Esq. (SBN 324974)
CALIFORNIA JUSTICE LAWYERS, LLP
500 N. Brand Blvd. Suite 2000
Glendale, CA 91203
818-875-8585
Facsimile: 818-875-8585
Nick@CAJusticeLawyers.com

Attorneys for Plaintiff, the Class, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

SARAH ROBERTS-COOPER, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

RISE LUXURY REHAB, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 2024CUOE033989

(Assigned to the Hon. Charmaine H. Buehner,
Dept. J4)

**AMENDMENT TO JOINT STIPULATION OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

Action Filed: December 4, 2024
Trial Date: Not Set

**AMENDMENT TO JOINT STIPULATION OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

Pursuant to Section C-46 of the Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement” or “Agreement”), Plaintiff Sarah Roberts-Cooper (“Plaintiff”) and Defendants Rise Luxury Rehab, LLC and Ascensions Treatment Center, LLC (together, “Defendants”) (collectively with Plaintiff, the “Parties”) hereby enter into this Amendment to Joint Stipulation of Class and Representative Action Settlement (“Amendment”) to address the matters raised in the Court’s February 1, 2026 Minute Order. Subject to Court approval, the Parties amend the Settlement Agreement as follows:

Section A-30 of the Settlement Agreement shall be amended to now provide:

“Released Class Claims” means all claims pled in the Action or which could have reasonably been alleged based on the factual allegations in the Operative Complaint and the Plaintiff’s PAGA notices to the LWDA, which arose during the Class Period. The Released Class Claims include, but are not limited to claims arising under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 2802, and 2698, and the California Business and Professions Code section 17200, et seq. The Released Class Claims include, but are not limited to, all of the following claims for relief: (a) failure to pay all minimum wages and overtime wages due; (b) failure to provide meal periods, or provide premium pay in lieu thereof; (c) failure to permit rest periods, or provide premium pay in lieu thereof; (d) failure to provide accurate itemized wage statements; (e) waiting time penalties; (f) failure to reimburse necessary business-related costs; and (h) unfair business practices. No claims outside the Class Period are released by this Agreement.

Section C-41 of the Settlement Agreement shall be amended to now provide:

Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with the terms of this Agreement. After entry of the Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be

appropriate under court rules or as set forth in this Agreement. The Parties intend this Agreement to be enforceable pursuant to Code of Civil Procedure section 664.6.

APPROVAL AND EXECUTION BY PARTIES
READ CAREFULLY BEFORE SIGNING

DATED: 03 / 26 / 2026 **PLAINTIFF SARAH ROBERTS-COOPER**



Plaintiff Sarah Roberts-Cooper

DATED: April 7, 2026 **DEFENDANT RISE LUXURY REHAB, LLC**

Signed by:


Parviz Damavandi
Chief Financial Officer

DATED: April 7, 2026 **DEFENDANT ASCENTIONS TREATMENT CENTER, LLC**

Signed by:


Parviz Damavandi
Chief Financial Officer

APPROVED AS TO FORM ONLY BY COUNSEL

DATED: March 26, 2026 **DIVERSITY LAW GROUP, P.C.**



Kristen M. Agnew
Kwanporn "Mai" Tulyathan
Attorneys for Plaintiff and the Class

KACE LAW, APC

DATED: March 26, 2026

Elwina Grigoryan

Elwina Grigoryan
Attorneys for Plaintiff and the Class

CALIFORNIA JUSTICE LAWYERS, LLP

DATED: March 26, 2026

Nick Galadzhyan

Nick Galadzhyan
Attorneys for Plaintiff and the Class

**GORDON REES SCULLY MANSUKHANI,
LLP**

DATED: April 8, 2026

Debra Ellwood Meppen

Debra Ellwood Meppen
Jennifer Jambor-Delgado
Emilie MacLean
Attorneys for Defendants Rise Luxury Rehab, LLC
and Ascensions Treatment Center, LLC

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On September 14, 2026, I served the following document(s) described as: **AMENDED [PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action as follows:

Debra Ellwood Meppen Emilie MacLean Jennifer Jambor-Delgado Gordon Rees Scully Mansukhani LLP 633 West Fifth Street, 52 nd Floor Los Angeles, California 90071	<i>Attorneys for Defendant Rise Luxury Rehab, LLC</i> dmeppen@grsm.com emaclean@grsm.com jjambordelgado@grsm.com
--	---

 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the ACE Attorney Service E-Filing System at the website www.efile.acelegal.com, addressed to all parties appearing on this proof of service for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 14, 2026, at Los Angeles, California.



Erika Mejia