

Superior Court of the State of California for the County of Ventura

A court authorized this notice. This is not a solicitation from a lawyer.

- A former employee, Plaintiff Megan Marie Zuzevich (“**Plaintiff**”), filed a putative class and PAGA action against Mission Oaks Counseling and Wellness Center, Inc., Tristen Vance Henderson and Michelle Christine Wonders (collectively, “**Defendants**”) claiming Defendants did not provide meal and rest periods, failed to pay minimum wages and overtime, failed to pay final wages upon separation of employment, failed to issue accurate wage statements, failed to reimburse for business expenses, unfair business practices violations based on the foregoing and PAGA civil penalties for the underlying alleged violations.
- You received this notice because Defendants’ records identify you as a “**Class Member**,” which is defined as all current and former employees of Defendants who were employed by Defendants in the State of California during the Class Period who were paid on a piece-rate basis (excluding licensed psychologists). The “**Class Period**” refers to the time period from December 18, 2015 through February 3, 2021.
- The Class includes a subclass known as “**Aggrieved Employees**” which refers to Class Members who worked during the PAGA Period. The “**PAGA Period**” refers to the time period from December 27, 2018 through February 3, 2021.
- As described below, the Court preliminarily approved the proposed class action settlement (“Settlement” or “Settlement Agreement”) of the lawsuit known as *Zuzevich, et al., v. Mission Oaks Counseling and Wellness Center, Inc., et al.*, Ventura County Superior Court case no. 56-2019-00537478-CU-OE-VTA (“**Action**”).
- Your legal rights are affected whether you act, or do not act. Read this notice carefully.

Your Legal Rights and Options in this Settlement	
Do Nothing	You become part of the Action and the Settlement. Your estimated payment is \$«EstAmount». See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.
Ask To Be Excluded	You will not be part of the Action or the Settlement. You will get no benefits from it. You are keeping your right to sue separately about the claims being released by the Settlement.
Object	You need to mail a written objection to the Settlement Administrator. If the Court overrules your objection, you still will be part of the Settlement.
Go to a Hearing	You may appear at the Final Approval Hearing and ask to be heard by the Court regarding your written objection. If the Court overrules your objection, you still will be part of the Settlement.

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Basic Information

1. Why did I get this notice package?

Defendants' records show that you are a Class Member. You have a right to know about the Settlement and about all of your options before the Court decides whether to finally approve the Settlement. If the Court finally approves the Settlement, and after any objections and appeals are resolved, an administrator appointed by the Court will make the payments pursuant to the Settlement.

2. What is this lawsuit about?

The Action alleges that Defendants failed to provide meal period premiums or failed to provide meal periods; failed to pay rest period premiums or failed to authorize and permit rest periods; failed to pay wages, overtime and/or waiting time penalties; failed to pay all wages owed in a timely manner; failed to issue adequate wage statements; failed to reimburse for business expenses, unfair business practices violations based on the foregoing and PAGA civil penalties for the underlying alleged violations.

Defendants deny that they did anything wrong.

3. Why is this a class action?

In a class action, one or more people called a class representative (in this case Plaintiff Megan Marie Zuzevich), sue on behalf of people who have similar claims. All these people are a class or class members. One court resolves the issues for all class members, except for those who exclude themselves from the class. California State Court Judge Matthew P. Guasco is in charge of this Action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to the Settlement. That way, they avoid the cost of a trial, and Class Members who do not opt-out of the Settlement ("**Participating Class Members**") will get compensation.

5. How do I know if I am part of the settlement?

As discussed above, the Class consists of all current and former employees of Defendants who were employed by Defendants in the State of California during the Class Period who were paid on a piece-rate basis (excluding licensed psychologists). The "**Class Period**" refers to the time period from December 18, 2015 through February 3, 2021.

You will be part of the Settlement if you do not opt-out, otherwise known as a "**Participating Class Member**".

The Settlement Benefits – What You Get

6. What does the settlement provide?

Defendants have agreed to create a Qualified Settlement Fund ("**QSF**") in the amount of \$246,700 ("**Gross Settlement Amount**" or "**GSA**") to be divided among all Participating Class Members. A description of how to "exclude" yourself is provided below, in Questions 11 and 12.

The Gross Settlement Amount will be distributed as follows: (i) up to \$5,215.00 for the fees and costs of the Administrator; (ii) \$3,000 Service Payment to Plaintiff; (iii) up to \$20,000 to Class Counsel for actually incurred litigation expenses; and (iv) \$86,345 payment to Class Counsel for attorneys' fees. The remaining portion of the Gross Settlement Amount is estimated to be \$132,140 (the "**Net Settlement Amount**" or "**NSA**").

70% (\$92,498) of the NSA is allocated for Participating Class Members, and 30% (\$39,642) shall be allocated as PAGA civil penalties, out of which 75% (\$29,731.50) shall be paid to the California Labor and Workforce Development Agency ("**LWDA Payment**") and 25% (\$9,910.50) shall be paid to Aggrieved Employees ("**PAGA Bounty**").

The exact amounts to be paid will be determined by the Court at a Final Approval Hearing, but will not exceed the amounts set forth above.

7. How much will my payment be?

The Participating Class Members will receive a proportional share of the Net Settlement Amount based upon the following calculations:

First, 30% shall be allocated to PAGA penalties. From the PAGA penalties, 75% shall be paid to the LWDA and 25% shall be allocated to Aggrieved Employees.

Next, the Administrator shall determine (a) the total number of workweeks worked by Participating Class Members during the Class Period; and (b) the total number of pay periods worked by Participating Aggrieved Employees during the PAGA Period.

For purposes of this calculation, (a) workweeks will be calculated based on the number of weeks in which a Class Member worked at least one day, and (b) pay periods will be calculated based on the number of periods in which an Aggrieved Employee worked at least one day.

The total number of workweeks each Participating Class Member was employed during the Class Period will then be divided by the total number of workweeks that all Participating Class Members were employed during the Class Period, resulting in a payment ratio for each Participating Class Member.

The payment ratio for each Participating Aggrieved Employee will be calculated in a similar fashion except that the ratio will be based on pay periods instead of weeks.

Defendants' records indicate that you worked <Workweeks> workweeks during the Class Period. It is estimated that your payment will be <EstWeeksAmount>. 20% of this amount shall be treated as wages subject to wage withholdings and shall be reported on an IRS Form W-2. 80% of this amount shall be treated as interest and penalties and shall be reported on an IRS Form 1099.

Defendants' records indicate that you are an Aggrieved Employee. Therefore, you are entitled to a portion of the PAGA Bounty. Defendants' records indicate that you worked <PAGA Pay Periods> pay periods during the PAGA Period. It is estimated that your portion of the PAGA Bounty will be \$<EstPAGAAmount>. This entire amount shall be treated as a penalty and shall be reported on an IRS Form 1099. Thus, your total estimated payment will be \$<TotalEstAmount>.

It will not be possible to know the exact amount of your payment until the Response Deadline (March 19, 2021) has passed and the Settlement Administrator knows the number of Participating Class Members.

All Participating Class Members will be issued appropriate tax forms for these amounts. Participating Class Members are responsible for any taxes owing on their settlement payment.

In the event that any checks mailed to Participating Class Members remain uncashed after the expiration of 180 days, or an envelope mailed to a Participating Class Member is returned and no forwarding address can be located for the Participating Class Member after reasonable efforts have been made (including but not limited to skip tracing), then any such checks shall become null and void, and such monies shall be distributed to the Controller of the State of California, to be held pursuant to the Unclaimed Property Law, California *Civil Code* section 1500, *et seq.*, in the name of the respective Participating Class Member.

8. What if my address changes?

If you move after receiving this notice or if it was misaddressed, please contact the Administrator at:

Phoenix Settlement Administrators
PO Box 7208, Orange, CA 92863
Toll-Free: (800) 523-5773

It is important that you send in your Change of Address form so that future notices and/or the settlement payment can reach you.

You Do Not Need To Do Anything In Order To Get Your Payment

9. How can I get a payment?

You do not need to do anything to get your payment. If you are a Class Member (as defined above in Question #5), and received this notice, you are automatically included in the settlement and do not need to take any further action to receive a payment.

10. When would I get my payment?

The Court will hold a hearing on May 21, 2021 at 8:20 a.m. to decide whether to finally approve the Settlement.

If the Court approves the Settlement and no Class Member or any person claiming to have standing submits an objection or otherwise purports to object to the Settlement Agreement, then the “**Effective Date**” is the date of the Court’s entry of an Order of Final Approval. The Gross Settlement Amount plus the Employer-side Taxes shall be deposited into the Qualified Settlement Fund as follows: Defendants shall make the initial payment of \$123,350 (plus Employer-side Taxes) within fourteen (14) calendar days after the Effective Date. Defendants shall make the second payment of \$123,350 (plus Employer-side Taxes) no later than January 15, 2022. Within 7 calendar days of Defendants’ deposit of the second half of the payment of the GSA into the Qualified Settlement Fund, the Administrator shall mail Settlement Shares to the Participating Class Members.

However, if someone objects and/or appeals the Final Approval, then the process gets delayed and the Effective Date is the date of the first to occur of the following: (1) 15 days after the date for seeking appellate review of the Court’s Order of Final Approval has passed without a timely appeal or request for review having been made (i.e., 45 days after entry of the trial court’s Order of Final Approval); or (2) if an appeal, review, or writ is sought from the Order of Final Approval, then the next day after the Order of Final Approval is affirmed or the appeal, review or writ is dismissed or denied, and the Order of Final Approval is no longer subject to further judicial review.

It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year.

11. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you can’t sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues in this case. It also means that all of the Court’s orders will apply to you and legally bind you. If you do not exclude yourself, then you will agree to a “Release of Claims.” These claims are exactly the legal claims that you give up if you get the settlement benefit, and they are:

Released Claims

Upon full payment by Defendants of the GSA (plus Employer-Side taxes) into the QSF, and in exchange for the consideration provided herein, the Participating Class Members shall forever and completely release and discharge Defendants and the Released Parties from the following claims (“**Released Parties**” refers to Tristen Vance Henderson, Michelle Christine Wonders, and Mission Oaks Counseling and Wellness Center, Inc. and all of their subsidiaries, affiliates, shareholders, members, parents, principals, heirs, representatives, agents (including, without limitation, any accountants, auditors, consultants, insurers, reinsurers, attorneys and any past or present officers, directors, and employees) predecessors, successors, and assigns):

Participating Class Members shall release the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that were alleged or that reasonably could have been alleged based on the facts alleged in the First Amended Complaint, on behalf of the Class and that arose during the Class Period, including, but not limited to claims for (1) unpaid minimum wages; (2) unpaid overtime wages; (3) premium wages for not providing lawful meal periods; (4) premium wages for not providing lawful rest periods; (5) penalties for not providing lawful wage statements; (6) waiting time penalties for not providing all wages due upon discharge; (7) unreimbursed business expenses; and (8) unfair business practices, and any other claims arising during

the Class Period, whether known or unknown, that were or could have been alleged based on the specific factual allegations in the First Amended Complaint.

Released PAGA Claims

Upon full payment by Defendants of the GSA (plus Employer-Side taxes) into the QSF, it is understood and agreed that Plaintiff, individually and on behalf of the Labor and Workforce Development Agency, releases Defendants and Released Parties from any and all claims for civil penalties that arose during the PAGA Period, as outlined in Plaintiff's PAGA Notice dated December 27, 2019, including but not limited to claims for civil penalties relating to allegations of (1) unpaid minimum wages (Cal. Lab. Code § 1197.1); (2) unpaid overtime wages (Cal. Lab. Code § 2699); (3) premium wages for not providing lawful meal periods (Cal. Lab. Code § 2699); (4) premium wages for not providing lawful rest periods (Cal. Lab. Code § 2699); (5) penalties for not providing lawful wage statements (Cal. Lab. Code § 226.3); (6) untimely payment of wages (Cal. Lab. Code § 210); (7) record-keeping violations (Cal. Lab. Code § 2699); (8) unreimbursed business expenses (Cal. Lab. Code § 2699); and (9) independent contractor misclassification (Cal. Lab. Code § 226.8).

Release of FLSA Claims

Notwithstanding any other provision of this Notice or the Settlement, the released claims shall not include claims under the federal Fair Labor Standards Act ("FLSA") arising from the employment of a Class Member with Defendants unless the Participating Class Member has affirmatively opted in to this case by cashing his/her settlement check provided to him/her under this Settlement. Thus, each Participating Class Members' settlement check shall contain the following limited endorsement:

"By endorsing this check, I am agreeing to be bound by the Settlement Agreement, and the release of claims set forth therein, in the Class Action case entitled *Zuzevich, et al., v. Mission Oaks Counseling and Wellness Center, Inc., et al.* (case no. 56-2019-00537478-CU-OE-VTA).
Signature _____ Dated: _____"

Participating Class Members shall be bound by this release unless they formally opt-out of the settlement, except as to FLSA claims as stated above.

12. Can I get a settlement payment if I still work for Defendants?

Yes. If you are still working for Defendants this Settlement will not affect your employment.

California law strictly prohibits retaliation. Defendants may not take any adverse action against you, and may not target, retaliate, harass or discriminate against you or any other Class Member because of your decision to participate or not to participate in the Settlement.

Excluding Yourself from the Settlement

13. How do I get out of the settlement?

If you **do not** wish to participate in the Settlement, you may exclude yourself or "opt out." If you opt out, you will receive no money from the Settlement, and you will not be bound by its terms. To opt out, you must submit a written letter called a "Request for Exclusion" to the Settlement Administrator containing: (1) your full name, address and the last four digits of your social security number; (2) your signature; and (3) in substance, the following statement:

"I elect to opt-out of the *Zuzevich, et al., v. Mission Oaks Counseling and Wellness Center, Inc., et al.* class action settlement. I understand that by doing so, I will not be able to participate in the settlement and will not receive a share of the settlement."

Send the Request for Exclusion directly to the Settlement Administrator at the following address:

Phoenix Settlement Administrators
PO Box 7208, Orange, CA 92863
Toll-Free: (800) 523-5773

by no later than March 19, 2021.

Requests for Exclusion that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void and ineffective, and those Class Members will remain bound by the Settlement and the Release of Claims described herein.

14. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves. If you have a pending lawsuit speak to your lawyer in that case immediately. You must exclude yourself from this Settlement to continue your own lawsuit. Remember, the exclusion deadline is March 19, 2021.

15. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not receive any money from the Settlement. But, you may sue, continue to sue, or be part of a different lawsuit against Defendants.

The Lawyers Representing You

16. Do I have a lawyer in this case?

The Court has appointed two law firms in Los Angeles, California to represent Participating Class Members (“**Class Counsel**”):

Law Offices of Eric A. Boyajian, APC, located 450 N. Brand Blvd., Ste. 600, Glendale, CA 91203. 818-839-5969.
Kitsinian Law Firm, located at 6739 Odessa Ave., Van Nuys, CA 91406. 818-786-5777.

17. How will the lawyers be paid?

Class Counsel have been prosecuting this Action on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. To date, Class Counsel have aggressively litigated many aspects of the case including review of many documents, telephonic interviews and conferences, settlement efforts and a mediation session. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the GSA. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will collectively ask for fees of up to thirty-five percent (which equals \$86,345) of the GSA as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action. Class Counsel also will ask for reimbursement of up to \$20,000 for the costs Class Counsel incurred in connection with the Action. The Court may award less than these amounts.

18. What other expenses are taken out of the total settlement amount?

Under the terms of the Settlement Agreement (which you can view at www.phoenixclassaction.com/zuzevich-v-mission-oaks), \$5,215 will be paid from the GSA to Phoenix Settlement Administrators to act as the Settlement Administrator, who is sending this notice to you, and will perform all the administrative duties related to this Settlement.

Class Counsel will also ask the Court to award class representative Megan Marie Zuzevich a service payment in the amount of \$3,000 to compensate her for her service and extra work provided on behalf of the Class Members. The class representative will also receive her share of the Settlement like all other Participating Class Members.

Objecting to the Settlement

19. How Do I tell the court that I don’t like the settlement?

If you are a Participating Class Member and believe that the Settlement should not be finally approved by the Court for any reason, you may object to the Settlement. To object to the Settlement, you must maintain your status as a Participating Class Member (i.e., you must not opt-out).

Written objections must state the full name, current home (or mailing) address, telephone number, last four digits of the social security number, the case name and number (*Zuzevich v. Mission Oaks Counseling and Wellness Center, Inc., et al*, Case No. 56-2019-00537478-CU-OE-VTA), the specific reasons for the objection, indicate

whether you are represented by counsel and, if so, identify your counsel, indicate whether you (and/or your counsel) intend to appear at the Final Approval Hearing, and must be mailed to the Settlement Administrator at the address noted above, postmarked no later than the Response Deadline of March 19, 2021. In addition, written objections must be signed by the Participating Class Member or that Participating Class Member's counsel and the Participating Class Member must provide true and correct copies of any exhibit(s) the Participating Class Member and/or the Participating Class Member's counsel intends to offer at the Final Approval Hearing. The Settlement Administrator will provide your written objection to Class Counsel and Defense Counsel who will submit it to the Ventura County Superior Court for consideration in conjunction with the Final Approval Hearing.

Any Participating Class Member whose objection is overruled will be deemed to be subject to the terms of the Settlement and the Court's Order of Final Approval. A Participating Class Member has the right to appear and speak at the hearing, either in person or through an attorney. Any Participating Class Member who fails to make a written objection or fails to make an objection at the Final Approval Hearing shall be deemed to have waived his or her right to object to the Settlement.

20. What's the difference between objecting and excluding?

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you do not opt out. Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

The Court's Final Approval Hearing

The Court will hold a hearing to decide whether to approve the settlement.

21. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at 8:20 a.m. on May 21, 2021 at the Superior Court of California for the County of Ventura, located at 800 South Victoria Avenue, Department 2, Ventura, CA 93009. The Hearing may be continued without further notice.

22. Do I have to come to the hearing?

No. You are not required to attend the Final Approval Hearing, although any Participating Class Member is welcome to attend the hearing.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing.

If You Do Nothing

24. What happens if I do nothing at all?

If you are a Class Member (as defined above in Question #5), and received this notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment. If you do nothing, and if the Court approves the Settlement, then you will receive your payment in the mail, which will be your portion of the Settlement.

Getting More Information

25. Are there more details about the settlement?

This notice summarizes the proposed Settlement. More details are in a document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting www.phoenixclassaction.com/zuzevich-v-mission-oaks.

PLEASE DO NOT CALL OR CONTACT THE COURT. If you have any questions about the settlement, you may contact the Settlement Administrator at: (800) 523-5773 or by e-mail at notice@phoenixclassaction.com. You may also contact Class Counsel at the address or phone number listed above.