

**RECEIVED**

VENTURA SUPERIOR COURT

04/20/21

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Attorneys for Plaintiff  
MEGAN MARIE ZUZEVICH

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF VENTURA, HALL OF JUSTICE COURTHOUSE

MEGAN MARIE ZUZEVICH, as an  
individual and on behalf of others similarly  
situated,

Plaintiff,

vs.

MISSION OAKS COUNSELING AND  
WELLNESS CENTER, INC., a California  
corporation; TRISTEN VANCE  
HENDERSON, an individual; MICHELLE  
CHRISTINE WONDERS, an individual; and  
DOES 1 through 50, inclusive,

Defendants.

VENTURA  
SUPERIOR COURT  
**FILED**

**JUN 01 2021**

**BRENDA L. McCORMICK**  
Executive Officer and Clerk  
By: \_\_\_\_\_, Deputy

**ELIZABETH MULLER**

**CLASS ACTION**

Case No. 56-2019-00537478-CU-OE-VTA  
Hon. Matthew P. Guasco  
Dept. 20

**[PROPOSED] JUDGMENT PURSUANT  
TO CLASS ACTION SETTLEMENT**

Hearing Date: May 21, 2021  
Hearing Time: 8:20 a.m.

1 WHEREAS, on February 3, 2021, upon this Court's review of the Class Action  
2 Settlement Agreement and Release of Claims (a copy of which is attached hereto as **Exhibit 1**  
3 and incorporated herein by this reference; "Settlement" or "Agreement") entered into between  
4 Plaintiff Megan Marie Zuzevich ("Plaintiff") on the one hand, and Defendants Mission Oaks  
5 Counseling and Wellness Center, Inc., Tristen Vance Henderson and Michelle Christine  
6 Wonders ("Defendants") on the other hand, this Court granted preliminary approval of the class  
7 action settlement;

8 WHEREAS, on May 21, 2021, this Court granted the Motion for Final Approval of the  
9 Agreement, finding the settlement to be fair, reasonable, and adequate with respect to the  
10 Settlement Class, about which Class Members were provided notice and the opportunity to  
11 attend the hearing;

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that

13 1. All defined terms contained herein shall have the same meanings as set forth in  
14 the Agreement.

15 2. The Notice of Pendency of Class Action, Preliminary Approval of Settlement and  
16 Hearing for Final Approval ("Notice") was sent to each Class Member by U.S. Mail. The Notice  
17 informed Class Members of the terms of the Settlement, the process available to obtain monetary  
18 relief, the right to opt out and pursue their own remedies, the opportunity to file written  
19 objections and the right to appear in person or by counsel at the fairness hearing and be heard  
20 regarding the approval of the Settlement. Adequate periods of time were provided by each of  
21 these procedures.

22 3. No Class Members objected, and only one person opted-out.

23 4. The Court finds and determines that these procedures afforded adequate  
24 protections to Class Members and provide the basis for the Court to make an informed decision  
25 regarding approval of the Settlement based on the Class Members' responses thereto. The Court  
26 finds and determines that the Notice provided in this case was the best notice practicable, which  
27 satisfied the requirements of California *Civil Code* section 1781(e), California Rules of Court,  
28 Rule 3.769, and due process;

5. The Agreement is clearly fair, adequate, and reasonable, in the best interests of the Class as a whole, and represents an excellent outcome in light of the risks and costs of further litigation and defenses raised. The Agreement is the product of arms-length, serious, informed, non-collusive, and non-overreaching negotiations.

6. Pursuant to California law, the Court hereby grants final approval to the Agreement, which is expressly incorporated by reference into this Judgment and which shall have the full force and effect of a Judgment of the Court, and hereby directs that the Agreement be consummated in accordance with its terms and conditions, including the following:

- a. Pursuant to the terms of the Settlement, the Effective Date of this Judgment is the date this judgment is signed and entered.
- b. Defendants are ordered to deposit into the Qualified Settlement Fund the Gross Settlement Amount ("GSA") of \$246,700, plus the Employer-side Taxes, consistent with the deadlines set forth in the Agreement.
- c. Phoenix Settlement Administrators is ordered to post on its website the notice of the final judgment for 120 days following the Effective Date of this Judgment.
- d. The Court orders and determines that \$3,950 be paid to Phoenix Settlement Administrators from the GSA for all of its agreed work done and to be done until the completion of this matter and is appropriate.
- e. Megan Zuzevich is hereby approved as Class Representatives and is hereby approved to receive a service award in the sum of \$3,000, with no deductions.
- f. Attorneys' fees in the amount of \$86,345 to Law Offices of Eric A. Boyajian, APC and Kitsinian Law Firm (collectively, "Class Counsel") is approved for all the work done and to be done until the completion of this matter, and Administrator is ordered to pay said amount from the GSA to Class Counsel consistent with their Fee-Sharing Agreement.
- g. Attorneys' costs in the amount of \$17,885.15 to Class Counsel is approved for all the work done and to be done until the completion of this matter, and

Administrator is ordered to pay \$13,943.55 to Law Offices of Eric A.

Boyajian APC for the costs it incurred, and \$3,941.63 to Kitsinian Law Firm for the costs it incurred.

h. Administrator is ordered to distribute the Net Settlement Amount ("NSA") of about \$135,519.85, as follows:

i. 70% for the Participating Class Members (\$94,863.90)

ii. 30% for PAGA civil penalties relating to the Aggrieved Employees (\$40,655.95), out of which 75% shall be paid to the LWDA (\$30,491.96) and 25% shall be paid to Aggrieved Employees (\$10,163.99).

i. Timing of the payments shall be consistent with the timing and sequence of distribution as set forth in the Agreement.

j. If, after 180 days from the date of Administrator's mailing of the settlement payments to the Participating Class, there remains uncashed checks, Administrator is ordered to void all such uncashed checks. Administrator is ordered to then immediately pay any monies remaining in the distribution account to the Controller of the State of California, which shall be held pursuant to the Unclaimed Property Law, California *Civil Code* § 1500 *et seq.*, for the benefit of those Participating Class Members who did not cash their checks until such time that they claim their property.

7. The Court retains jurisdiction of all matters relating to the interpretation, administration, implementation and effectuation of this Order and the Settlement.

8. Upon satisfaction of all payment and obligations under the Settlement and under this Order, all Participating Class Members are barred from prosecuting against the Released Parties (as defined in the Settlement) any released claims (as defined in the Settlement).

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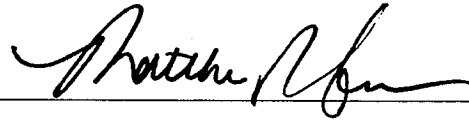
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1 9. A status conference is set for August 26,, 2022,  
2 *in courtroom 20.*  
3 at 8:30 ~~(am)~~ <sup>(pm)</sup> regarding whether payments ordered hereunder were made.

4 **IT IS SO ORDERED.**

5 JUDGE OF THE SUPERIOR COURT

6 DATED: MAY 21 2021



7 Hon. Matthew P. Guasco

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## EXHIBIT 1

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(805) 248-7208

Attorneys for Defendants MISSION OAKS COUNSELING AND WELLNESS CENTER, INC.,  
TRISTEN VANCE HENDERSON, and MICHELLE CHRISTINE WONDERS

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF VENTURA  
VENTURA – HALL OF JUSTICE COURTHOUSE

MEGAN MARIE ZUZEVICH, as an individual and  
on behalf of others similarly situated,

Plaintiff,

vs.

MISSION OAKS COUNSELING AND  
WELLNESS CENTER, INC., a California  
corporation; TRISTEN VANCE HENDERSON, an  
individual; MICHELLE CHRISTINE WONDERS,  
an individual; and DOES 1 through 50, inclusive,

Defendants.

**CLASS ACTION**

Case No. 56-2019-00537478-CU-OE-VTA  
Hon. Matthew P. Guasco  
Dept. 20

**CLASS ACTION SETTLEMENT  
AGREEMENT AND RELEASE OF CLAIMS**

1 This Class Action Settlement Agreement and Release of Claims ("**Settlement Agreement**,"  
2 "**Settlement**" or "**Agreement**"), is entered into between Plaintiff Megan Marie Zuzevich ("**Plaintiff**" or  
3 "**Class Representative**"), as an individual, and on behalf of others similarly situated, and as a private  
4 attorney general, on the one hand, and Defendants Mission Oaks Counseling and Wellness Center, Inc.,  
Tristen Vance Henderson, and Michelle Christine Wonders (collectively, "**Defendants**"), on the other  
hand (Plaintiff and Defendants are collectively, the "**Parties**").

5 **I. RECITALS.**

6 1. On Dec. 18, 2019, Plaintiff filed a putative class action complaint in the Ventura County  
7 Superior Court styled *Zuzevich et al., v. Mission Oaks Counseling and Wellness Center, Inc., et al.* (case  
no. 56-2019-00537478-CU-OE-VTA) ("**Action**"), as an individual and on behalf of all others similarly  
8 situated. Plaintiff alleged the following wage and hour claims: (1) unpaid minimum wages, (2) unpaid  
overtime, (3) meal period violations, (4) rest period violations, (5) paystub violations, (6) waiting time  
9 penalties, (7) unreimbursed business expenses, and (8) unfair business practices.

10 2. On Dec. 27, 2019, Plaintiff sent written notification to the Labor and Workforce  
11 Development Agency ("**LWDA**") and Defendants regarding various Labor Code sections allegedly  
violated by Defendants.

12 3. On March 2, 2020, Plaintiff filed a First Amended Complaint which added claims for  
13 declaratory relief and civil penalties pursuant to the California *Labor Code's* Private Attorneys General  
Act ("**PAGA**").

14 4. In May 2020, the Parties agreed to attend an early mediation, subject to a 50% sampling  
15 of information and documents and the completion of the *Belaire-West* notice process.

16 5. On August 3, 2020, the contact information was released to Class Counsel pursuant to the  
17 *Belaire-West* notice process.

18 6. In August 2020, Defendants provided Class Counsel with the 50% sampling of  
19 documents which consisted of documents relating to its policies/practices, time and payroll records, and  
employment contracts.

20 7. On September 17, 2020, the Parties participated in a mediation with experienced wage  
21 and hour class action mediator Marc Feder. The Parties were able to reach an agreement in principle at  
22 the mediation and executed a Memorandum of Understanding.

23 8. For purposes of this Settlement only, Defendants do not dispute Plaintiff's contention that  
24 there is sufficient evidence to support the requisites for class certification. The Parties agree that  
certification for purposes of the Settlement is in no way an admission that class certification is proper  
25 under the more stringent standard applied for litigation purposes. If for any reason this Settlement does  
not become final, the certification will have no force or effect and will immediately be revoked.  
26 Specifically, for purposes of this Settlement only, the Parties agree that:

27 a. There are approximately 29 Class Members (2,716 workweeks) projected by  
Class Counsel through January 17, 2021, which is so numerous as to make it impractical  
28 to join all Settlement Class Members;



- b. The Settlement Class is ascertainable from Defendants' records;
- c. Common questions of law and fact exist;
- d. The claims of the Class Representative are typical of the claims of the Class Members and the Class Representative is an adequate representative of the Class and should be appointed as such;
- e. Plaintiff, the Law Offices of Eric A. Boyajian, APC, and Nareg S. Kitsinian, Esq. are adequate to represent the Settlement Class and should be appointed as Class Representatives and Class Counsel, respectively;
- f. The prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which could establish incompatible standards of conduct;
- g. Questions of law and fact common to the members of the Class predominate over questions affecting individual members of the Class and a class action is superior to other available means for the fair and efficient adjudication of the controversy; and

9. By entering into this Settlement, Defendants admit no liability or wrongdoing, and explicitly deny any liability or wrongdoing of any kind arising from the claims alleged in the Action. This Settlement shall not constitute an admission by Defendants as to any interpretation of applicable law or as to the merits, validity, or accuracy of any of the claims made against it in the Action, or that the claims alleged are suitable for class treatment. Additionally, Defendants reserve the right to contest any issues relating to class certification and liability if the settlement is not approved. This Settlement is entered into solely for the purpose of compromising highly disputed claims.

## II. DEFINITIONS.

10. "Order of Preliminary Approval" or "Preliminary Approval Order" refers to the order of the Court granting preliminary approval of this Settlement.

11. "Order of Final Approval" refers to the order of the Court granting final approval of this Settlement and entering a judgment approving this Settlement on substantially the same terms provided herein or as may be modified by subsequent agreement of the Parties.

12. "Class Period" refers to the time period from December 18, 2015 through the date of the Preliminary Approval Order.

13. "PAGA Period" refers to the time period from December 27, 2018 through the date of the Preliminary Approval Order.

14. "Class," "Class Members," "Settlement Class" or "Settlement Class Members" refers to 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 consists of the following subclass:

1 a. "Aggrieved Employees" refers to Class Members who worked during the PAGA  
2 Period.

3 15. "Participating Class Members" refers to all Class Members who do not opt-out of the  
4 Settlement.

5 16. "Class Counsel" refers to Eric A. Boyajian and Amaras Zargarian from the Law Offices  
6 of Eric A. Boyajian, APC, and Nareg S. Kitsinian of Kitsinian Law Firm.

7 17. "Class List" refers to the list of Class Member information to be provided to the  
8 Administrator by Defendants.

9 18. "Class Notice" refers to the Notice of Proposed Class Action Settlement, attached hereto  
10 as **Exhibit A**.

11 19. "Defense Counsel" refers to Jonathan Fraser Light and Chandra A. Beaton from  
12 LightGabler.

13 20. "Administrator" or "Settlement Administrator" refers to Phoenix Settlement  
14 Administrators, the third-party administrator whom the Parties have selected to administer the  
15 Settlement in accordance with the terms set forth herein, subject to the approval of the Court.

16 21. "Gross Settlement Amount" or "GSA" refers to the maximum amount which Defendants  
17 are obliged to pay under this Agreement, which equals \$246,700. The GSA does not include Employer-  
18 side Taxes, which Defendants must also pay in addition to the GSA.

19 22. "Employer-side Taxes" shall mean and refer to Defendants' share of federal, state and/or  
20 local payroll taxes that are owed on the portion of any Participating Class Member's Settlement Share  
21 that constitutes wages.

22 23. "Employee-side Taxes and Withholdings" shall mean the employee's share of any and all  
23 applicable federal, state or local income and payroll taxes including, but not limited to those collected  
24 under authority of the Federal Insurance Contributions Act ("FICA"), FUTA and/or SUTA on the  
25 portion of any Participating Class Member's Settlement Share that constitutes wages. The Employee-  
26 side Taxes and Withholdings will be withheld from and paid out of the Net Settlement Amount.

27 24. "Final Approval Hearing" means the hearing set by the Court for the purpose of issuing  
28 the Order of Final Approval and determining, *inter alia*, (1) the fairness, adequacy, and reasonableness  
of the Settlement, (2) the Service Payment to Plaintiff, and (3) the fees and costs of Class Counsel.

25 25. "Effective Date" shall mean as follows: If no Class Member or any person claiming to  
26 have standing submits an objection or otherwise purports to object to the Settlement Agreement, then the  
27 Effective Date is the date of the Court's entry of an Order of Final Approval. If any Class Member or  
28 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 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.

26. "Net Settlement Amount" or "NSA" refers to the Gross Settlement Amount, less the Court-approved (a) fees and costs of the Administrator, (b) Service Payment of Plaintiff, and (c) fees and costs of Class Counsel.

27. "Response Deadline" means thirty (30) days after the Administrator mails the Class Notice to Class Members.

28. "Settlement Share" refers to the payment that a Participating Class Member is entitled to receive pursuant to the Settlement.

29. "Qualified Settlement Fund" or "QSF" means an account that will qualify and be characterized as a Qualified Settlement Fund under the provisions of the U.S. Treasury Regulations 1.468B-1 and 1.468B-5, to be set up as provided below, and into which the Gross Settlement Amount is to be deposited as agreed herein, to be administered in a manner consistent with applicable law and the terms of this Settlement.

30. "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.

### **III. APPLICATION FOR APPROVAL OF THE SETTLEMENT, CLASS CERTIFICATION, DISSEMINATION OF NOTICE, AND SETTING OF FINAL APPROVAL HEARING.**

31. Promptly upon the full execution of this Agreement, Plaintiff shall apply to the Court for approval of the Settlement, including an Order of Preliminary Approval that, amongst other things, (a) preliminarily approves the Settlement under the legal standards relating to the approval of class action settlements; (b) preliminarily certifies the Class for settlement purposes only; (c) approves the Class Notice and authorizes dissemination of the same; (d) preliminarily approves Plaintiff as a Class Representative; (e) preliminarily approves the Law Offices of Eric A. Boyajian and Kitsinian Law Firm as Class Counsel; (f) preliminarily approves the PAGA allocation, (f) preliminarily approves Phoenix to serve as Administrator; and (g) sets a Final Approval Hearing and briefing schedule. Should this Settlement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class shall have no bearing on and shall not be admissible on the question of whether a class action should be certified in a non-settlement context.

### **IV. CONSIDERATION FOR THE SETTLEMENT.**

#### **32. Gross Settlement Amount.**

The Parties agree to settle this Action for the Gross Settlement Amount of \$246,700, and value the PAGA civil penalties relating to the Aggrieved Employees at 30% of the GSA.

The Settlement is an all-in non-reversionary settlement and there shall be no reversion to Defendants. The Gross Settlement Amount and other actions and forbearances taken by Defendants are

1 paid in full and final settlement of (a) the Released Claims, (b) the fees and costs of the Administrator,  
2 (c) the Service Payment of Plaintiff, (d) the PAGA civil penalties, and (e) the fees and costs of Class  
Counsel.

3 The Gross Settlement Amount plus the Employer-side Taxes shall be deposited into the QSF as  
4 follows:

5 Defendants shall make the initial payment of \$123,350 (plus Employer-side Taxes) within  
6 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.

7 33. Allocation of the Gross Settlement Amount.

8 Subject to Court approval, the Gross Settlement Amount of \$246,700 shall be allocated as  
9 follows:

- 10 (i) Up to \$3,950 for the fees and costs of the Administrator;  
11 (ii) \$3,000 Service Payment to Plaintiff;  
12 (iii) Up to \$20,000 to Class Counsel for costs; and  
13 (iv) \$86,345 payment to Class Counsel for attorneys' fees.

14 The remainder constitutes the Net Settlement Amount of \$133,405, which shall be allocated as  
follows: 30% shall be allocated as PAGA civil penalties, out of which 75% shall be paid to the LWDA  
15 ("LWDA Payment") and 25% shall be paid to Aggrieved Employees ("PAGA Bounty").

16 34. Reasonable Fees and Costs of the Settlement Administrator.

17 All of the Administrator's fees and costs, which are not to exceed \$3,950 unless otherwise  
approved by the Court, will be paid out of the Gross Settlement Amount from the QSF.

18 35. Service Payment to Plaintiff.

19 Subject to Court approval, Plaintiff will apply for a Service Payment not to exceed \$3,000 in  
20 consideration for her efforts on behalf of the Class. Any Service Payment approved by the Court will be  
21 paid out of the Gross Settlement Amount and shall be in addition to Plaintiff's Settlement Share under  
the terms of the Settlement. In addition to the claims released under the Settlement, and as set forth in  
22 greater detail below, Plaintiff will also provide a general release which includes a California *Civil Code*  
section 1542 waiver. The Administrator will issue an IRS Form 1099 for any Service Payment  
23 approved by the Court. Defendants do not oppose this proposed Service Payment.

24 36. Reasonable Attorneys' Fees and Costs to Class Counsel.

25 Subject to Court approval, Class Counsel will apply to the Court for an award of attorneys' fees  
26 and costs incurred in connection with the prosecution of this matter. Class Counsel will apply to the  
Court for an award of attorneys' fees in an amount up to \$86,345 or thirty-five percent (35%) of the  
27 Gross Settlement Amount, and declared costs of up to \$20,000. Defendants do not oppose Class  
Counsel's request. The fees and costs awarded to Class Counsel by the Court shall be paid out of the  
28 Gross Settlement Amount from the QSF. The Settlement Administrator shall issue an IRS Form 1099 to  
Class Counsel in connection with this payment.

1 Class Counsel will file a motion for attorneys' fees, costs, and Service Payment with the Court.

2  
3 In the event that a lesser sum is awarded for Class Counsel's attorneys' fees and costs, or for the  
4 Service Payment to Plaintiff, the approval by the Court of any such lesser sum(s) shall not be grounds  
5 for Plaintiff and/or Class Counsel to terminate the Settlement, but such an order shall be appealable by  
6 them. In the event that such an appeal is filed, final funding and administration of the portion of the  
7 attorneys' fees and/or costs award and/or service payment in dispute will be segregated and stayed  
8 pending the exhaustion of appellate review. If, after the exhaustion of any such appellate review,  
9 additional amounts are distributable to the Participating Class Members, the cost of administration of the  
10 payments to them will be paid out of such additional amounts and not by Defendants. Any amount not  
11 awarded in attorneys' fees, costs and Service Payment shall be added to the Net Settlement Amount and  
12 distributed to the Participating Class Members in accordance with the terms of the Settlement.

13  
14 37. Tax Treatment of Settlement Shares.

15 For the purpose of taxes and required withholdings, the Parties agree that the various Net  
16 Settlement Amounts allocated to each Class, excluding the PAGA Bounty, shall be treated as follows:  
17 20% of each Participating Class Member's Settlement Share is in settlement of wage claims, and so is  
18 subject to wage withholdings and shall be reported on an IRS Form W-2. 80% of each Participating  
19 Class Member's Settlement Share is in settlement of claims for interest and penalties and shall be  
20 reported on an IRS Form 1099.

21 100% of each Aggrieved Employees' share of the PAGA Bounty is a penalty and shall be  
22 reported on an IRS Form 1099.

23 The Class Representative's service award shall issue on a 1099 basis.

24 Prior to the distribution of Settlement Shares, the Administrator shall calculate the total taxes and  
25 withholdings required as a result of the wage portion of the Settlement Share and such actual amount  
26 will be deducted therefrom. The Parties understand that Participating Class Members who receive  
27 Settlement Shares under this Settlement shall be solely responsible for any and all individual tax  
28 obligations on the non-wage portion of their Settlement Share.

38. No Effect on Employee Benefit Plans.

Neither this Settlement nor any amounts paid hereunder will modify any previously credited  
hours, days, or weeks of service under any employee benefit plan, policy or bonus program sponsored  
by Defendants.

39. Undistributed Funds.

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. The Parties agree that this disposition results in no

1 “unpaid residue or unclaimed or abandoned class member funds” as discussed in California *Code of*  
2 *Civil Procedure* section 384, subd.(b).

3 **V. ADMINISTRATION OF THE SETTLEMENT.**

4 40. Duties of the Administrator.

5 The Administrator shall perform the duties required by this Settlement by, among other things,  
6 and without limitation, (i) receiving and updating through normal and customary procedures the list of  
7 Class Members to be produced by Defendants, so that it is updated prior to the mailing of the Class  
8 Notice; (ii) populating, printing and mailing the Court-approved Class Notice (along with self-addressed  
9 return envelope); (iii) updating its website in the manner described below; (iv) performing necessary  
10 additional skip traces on any notices and/or checks returned as undeliverable; (v) calculating the  
11 Settlement Shares of the Participating Class Members; (vi) resolving disputes during the administration  
12 process in the manner described below; (vii) reporting to Class Counsel and Defense Counsel regarding  
13 administration of the Settlement; (viii) establishing the QSF in the manner described below; (ix)  
14 preparing and mailing settlement checks to the Participating Class Members; (x) preparing and mailing  
15 the Court-approved payments to itself, the Class Representative, and Class Counsel; (xi) preparing all  
16 appropriate tax forms required in connection with the payments called for by this Settlement and  
17 remitting those forms and all required payments to the appropriate governmental agencies; (xii)  
18 preparing a final report summarizing the administration of the Settlement; and (xiii) generally  
19 performing all normal and customary duties associated with the administration of such settlements.

20 Within 7 calendar days of the Response Deadline, the Administrator shall provide the report to  
21 Class Counsel and Defense Counsel regarding the administration of the Class Notice, including number  
22 of opt-out, objections, etc. (“**Class Notice Report**”).

23 41. Dispute Resolution.

24 The Administrator shall have the initial responsibility for resolving any disputes that arise during  
25 the administration of the Settlement including, without limitation, disputes regarding whether a Class  
26 Member is entitled to a Settlement Share and, if so, the amount thereof. In resolving such disputes,  
27 Defendants’ employment records shall be presumed accurate and correct, and shall be final and binding  
28 unless the information submitted by the individual (e.g., time records, wage statements, employment  
records, etc.) proves otherwise. In the event that the Administrator cannot resolve a dispute based upon  
a review of Defendants’ records, the Administrator will schedule a call with Class Counsel and Defense  
Counsel to discuss and resolve the dispute. After such call, the Administrator will resolve the dispute  
and such resolution will be final and binding on the Class Member.

42. Establishing the Qualified Settlement Fund.

The Administrator shall be responsible for establishing a QSF upon the Court’s approval to do  
so, which approval the Parties will jointly seek. The QSF will be taxed as a separate entity for purposes  
of all federal, state, and local taxes, and the Parties agree to treat the QSF on a basis consistent  
therewith. Any interest accrued shall inure to the benefit of the Class. The Gross Settlement Amount  
shall be deposited into the QSF. Defendants may, at their discretion, deposit the Gross Settlement  
Amount at an earlier date.

43. Timing of Disbursement.

Within 7 calendar days of Defendants' deposit of the initial payment of the GSA into the QSF (i.e., 21 calendar days after the Effective Date), the Administrator shall mail the following: Class Counsels' payments of attorneys' fees and costs, issue payment to itself, and the Service Payment to Plaintiff.

Within 7 calendar days of Defendants' deposit of the second half of the payment of the GSA into the QSF, the Administrator shall mail the following: Settlement Shares to the Participating Class Members, and the LWDA payment to the LWDA.

**VI. CLASS LIST, NOTICE TO CLASS MEMBERS, PARTICIPATION IN THE SETTLEMENT, AND SETTLEMENT SHARES.**

44. Provision of the Class List.

Within 7 calendar days of the Court's entry of the Order of Preliminary Approval, Defendants shall provide the Administrator with the Class List containing the following for each Class Member: (i) name, (ii) last known address, (iii) social security number, and (iv) dates of employment during the applicable period.

45. Escalator.

If, at the time of Preliminary Approval, the total work weeks exceed 2,716 by more than 10% (more than 272 weeks), then the GSA shall automatically increase in proportion to the increased percentage of work weeks.

46. Notice to Class Members.

The Class Notice shall be *in English only*. It shall include the allocations of the Gross Settlement Amount as discussed in paragraph 33. The Class Notice shall be individualized for each Class Member and contain each person's number of workweeks worked (and pay periods for Aggrieved Employees) and estimated Settlement Share. The Class Notice shall be substantially similar to the form attached hereto as **Exhibit A**.

Promptly upon receipt of the Class List, the Administrator shall access the National Change of Address Database ("NCOA") and update the addresses provided by Defendants. Within 7 days after receipt of the Class List, the Administrator shall mail the Class Notice to each Class Member via first-class mail, except that the notice relating to Plaintiff shall be emailed to Class Counsel. For each notice returned as undeliverable before the Response Deadline, the Administrator shall promptly attempt to determine a correct address using its best efforts, including skip tracing, and shall resend the notice to any new address determined thereby.

47. Participation in the Settlement.

Class Members are not required to file claims in order to be eligible to participate in this Settlement and receive their Settlement Share. Every Class Member who does not opt out will be a Participating Class Member and receive a share of the Net Settlement Amount. If three or more Class Members opt out of the Settlement, Defendants have the right (but not the obligation) to void the

1 Settlement. If Defendants exercise this right then they shall solely be responsible for administrative  
2 costs. Defendants must exercise this right, if at all, within 14 calendar days after receipt of the Class  
3 Notice Report from the Administrator.

4 48. Allocation of the Net Settlement Amount and Calculation of Settlement Shares.

5 The amount of each Participating Class Member's Settlement Share of the Net Settlement  
6 Amount shall be determined by the Administrator as follows:

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

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

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

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

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

21 49. Procedures for Challenges.

22 A Class Member may, before the Response Deadline, dispute the amount of his or her Settlement  
23 Share, and the data used to calculate it, by timely sending a written notice to the Administrator  
24 informing the Administrator of the nature of the dispute and providing any records or documentation  
25 supporting his or her position. In response to such a challenge, Defendants will first verify the accuracy  
26 of the information contained in their records. Next, Class Counsel and Defense Counsel will make a  
27 good faith effort to resolve the dispute informally. If Class Counsel and Defense Counsel are unable to  
28 agree, the dispute shall be resolved by the Administrator after examination of the records provided by  
the Class Member and Defendants. The Administrator's determination will be final and binding.

If, before the Response Deadline, an individual not previously identified in the Class List asserts  
his or her membership in the Class and seeks recovery under the Settlement, the Administrator shall  
provide Class Counsel and Defense Counsel with the evidence submitted by the individual. To be  
eligible for recovery under this Settlement, individuals must provide sufficient proof to the  
Administrator supporting their request for inclusion, including specific evidence establishing that they  
qualify as a Class Member as defined herein. If Class Counsel and Defense Counsel agree an individual  
is not a Class Member, the Administrator will inform the individual that his or her request for inclusion  
has been rejected. If Class Counsel and Defense Counsel are unable to agree, the dispute shall be  
resolved by the Administrator after examination of the records provided by the Class Member and  
Defendants. The Administrator's determination will be final and binding.



**VII. EXCLUSIONS, OBJECTIONS AND BINDING EFFECT OF SETTLEMENT.**

**50. Right of Class Members to Opt Out of Settlement.**

The Class Notice will advise the Class Members of their right to exclude themselves or opt out of the Settlement. To be effective, requests for exclusion must (a) be submitted in writing to the Administrator, postmarked before the Response Deadline (i.e., no later than thirty (30) calendar days from the date of mailing of the Class Notice); (b) contain the individual's full name, current home (or mailing) address, and the last four digits of his or her social security number; (c) identify the case name; and (d) include written affirmation of his or her desire to opt out of the Settlement, containing the following or substantially similar language:

"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."

The Administrator shall email copies of any opt-outs received to all counsel within 48 hours of its receipt of same. The Class Notice shall include the specific address to which requests for exclusion must be mailed as well as a summary of the foregoing. Any Member who timely requests exclusion from this Settlement shall not have any rights under the Settlement, shall not be entitled to receive a Settlement Share, shall not be bound by the Settlement or the Order of Final Approval, and shall not have the right to file an objection to the Settlement.

The timeframe to submit a request to opt out of the Settlement will not be increased for returned mailings.

**51. Right of Class Members to Object to Settlement.**

The Class Notice will advise each Class Member of his or her right to object to the Settlement. To be effective, written objections must (a) be mailed to the Administrator, postmarked before the Response Deadline (i.e., no later than thirty (30) calendar days from the date of mailing of the Class Notice); (b) clearly identify the case name and number; (c) contain the objector's full name, current home (or mailing) address, and the last four digits of his or her social security number; (d) clearly and concisely state all grounds for the objection; (e) indicate whether the objector is represented by counsel and, if so, identify such counsel; (f) indicate whether the objector and/or his or her counsel intend to appear at the Final Approval Hearing; (g) be signed by the objector or his or her counsel; and (h) provide true and correct copies of any exhibit(s) the objector and/or his or her counsel intends to offer at the Final Approval Hearing.

The Class Notice shall include the specific address to which objections must be mailed as well as a summary of the foregoing. Any Participating Class Member whose objection is overruled will be deemed to be subject to the terms of this Settlement and the Court's Order of Final Approval. 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.

The timeframe to submit an objection will not be increased for returned mailings.

1           52.   Binding Effect on Participating Class Members.

2           All Participating Class Members will be bound by the terms and conditions of this Settlement,  
3           the Court's Order of Final Approval, and the releases set forth herein.

4   **VIII. RELEASES**

5           53.   Released Claims.

6           Upon full payment by Defendants of the GSA (plus Employer-Side taxes) into the QSF, and in  
7           exchange for the consideration provided herein, the Participating Class Members hereby forever and  
8           completely release and discharge Defendants and the Released Parties from the following claims:

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

22           54.   Released PAGA Claims.

23           Upon full payment by Defendants of the GSA (plus Employer-Side taxes) into the QSF, it is  
24           understood and agreed that Plaintiff, individually and on behalf of the Labor and Workforce  
25           Development Agency, releases Defendants and Released Parties from any and all claims for civil  
26           penalties that arose during the PAGA Period, as outlined in Plaintiff's PAGA Notice dated December  
27           27, 2019, including but not limited to claims for civil penalties relating to allegations of (1) unpaid  
28           minimum wages (Cal. Lab. Code § 1197.1); (2) unpaid overtime wages (Cal. Lab. Code § 2699); (3)  
29           premium wages for not providing lawful meal periods (Cal. Lab. Code § 2699); (4) premium wages for  
30           not providing lawful rest periods (Cal. Lab. Code § 2699); (5) penalties for not providing lawful wage  
31           statements (Cal. Lab. Code § 226.3); (6) untimely payment of wages (Cal. Lab. Code § 210); (7) record-  
32           keeping violations (Cal. Lab. Code § 2699); (8) unreimbursed business expenses (Cal. Lab. Code §  
33           2699); and (9) independent contractor misclassification (Cal. Lab. Code § 226.8).

34           55.   Release by Plaintiff.

35           Upon full payment by Defendants of the GSA (plus Employer-Side taxes) into the QSF, and in  
36           consideration for the receipt of the Service Payment, Plaintiff on behalf of herself and her spouse, heirs,  
37           successors and assigns expressly additionally releases any and all claims, charges, complaints, liabilities,  
38           obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights,  
39           demands, costs, losses, debts, penalties and expenses of any nature whatsoever, relating to her  
40           employment with Defendants, or the termination/separation of her employment, including but not

limited to claims for infliction of emotional distress; defamation; wrongful discharge; retaliation; violation of any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation violation of Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code or any Industrial Welfare Commission Wage Order, and the Employee Retirement Income Security Act. In addition, Plaintiff expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of Defendants and the Released Parties, Plaintiff expressly acknowledges that this Settlement is intended to include in its effect all claims that Plaintiff knows of, as well as all claims that she does not know of or suspect to exist in her favor against Defendants and the Released Parties, and that this Settlement contemplates the extinguishment of any such claims.

#### **IX. FINAL SETTLEMENT APPROVAL.**

56. A Final Approval Hearing shall be held for the purpose of considering, *inter alia*, (a) the fairness, adequacy, and reasonableness of the Settlement; (b) the Service Payment to Plaintiff; (c) the fees and costs of Class Counsel, (d) the PAGA penalties; and (e) the propriety of any timely objections, as well as Class Counsel and Defense Counsel's response thereto. The date of the Final Approval Hearing shall be set by the Court and notice of such shall be provided to Class Members in the Class Notice. Although the Court may continue the Final Approval Hearing without further notice to the Settlement Class Members, the Administrator's website will be updated to provide this information.

Upon final approval of the Settlement, Plaintiff will respectfully request the Court enter an Order of Final Approval:

- (i) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- (ii) Approving payment to the Administrator;
- (iii) Approving the Service Payment to Plaintiff;
- (iv) Approving Class Counsel's application for fees and costs;
- (v) Entering judgment in this Action and implementing the Releases consistent with the terms of this Settlement; and
- (vi) Retaining jurisdiction to the extent necessary over the subject matter of the Action and over the Parties and Settlement Class Members to enforce the terms of the Settlement.

The Final Approval Order and Judgment shall contain findings and rulings to the effect that Participating Class Members who cash their settlement checks provided to them under this Settlement thereby indicate their desire to opt-in to a class settlement of FLSA claims. Accordingly, the cashing of a settlement check shall constitute binding and irrefutable evidence that the Participating Class Member

in question desired and intended to, and did, opt in to an FLSA settlement and released all claims under the Fair Labor Standards Act of 1938, as amended. To that end, the back of 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: \_\_\_\_\_"

The Judgment will be published on the Administrator's website for one hundred twenty (120) days following the Effective Date.

**X. TERMINATION OF THE SETTLEMENT.**

**57. Grounds for Termination of the Settlement.**

Either Party may terminate this Settlement if the Court declines to enter the Order of Preliminary Approval in substantially the form agreed and submitted by the Parties (incidental or minor changes ordered by the Court are not grounds for termination), or the Settlement as agreed does not become final for any reason. The terminating party must give written notice to the other party no later than 10 days after the Court acts. If the Settlement is terminated, Defendants shall have no obligation to make any payments under the Settlement. The Party who terminates the Settlement shall be fully responsible for payment to the Administrator for its costs incurred.

**58. Effect of Termination.**

If the Settlement is terminated in accordance with the terms set forth herein (a) the Settlement shall have no force or effect, and no party shall be bound by any of its terms, except as otherwise provided herein; (b) the Order of Preliminary Approval shall be vacated; (c) the Settlement and all negotiations, statements, and proceedings related thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the settlement; and (d) neither this Settlement Agreement, nor the filings in connection with the approval thereof being sought, shall be admissible or offered into evidence in the Action or in any other action for any reason whatsoever.

**XI. MISCELLANEOUS TERMS.**

**59. Mutual Cooperation.**

The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing and amending such documents and taking such other actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. None of the Parties nor their respective counsel, employees, or agents, shall solicit or encourage any Class Members to exclude themselves from the Settlement or object to the Settlement.

60. Publicity.

Class Counsel and Plaintiff agree to discuss the terms of this Settlement only in declarations submitted to a court to establish Class Counsel's adequacy to serve as class counsel, in declarations submitted to a court in support of motions for preliminary approval, final approval, for attorneys' fees/costs, and any other pleading filed with the Court in conjunction with the Settlement, and in discussions with Class Members in the context of administering this Settlement until the Preliminary Approval Order is issued. Class Counsel and Plaintiff agree that they shall not issue any press releases or press statements regarding the Settlement, identify Defendants or Defense Counsel by name in any media including Class Counsel's website, or have any communications with the press or media about the Action or the Settlement.

61. Interim Stay of Proceedings.

Pending the completion of the approval process, the Parties agree to a stay of all proceedings in the Action except those necessary to implement the Settlement itself.

62. Notices.

Any notices, requests, demands, or other communications required or necessitated by this Settlement Agreement shall be in writing and, except as provided elsewhere in this Settlement Agreement, shall be delivered as follows:

(i) If to Plaintiff or Class Counsel, then to:

Eric A. Boyajian, Esq. ([eric@loeab.com](mailto:eric@loeab.com))  
Law Offices of Eric A. Boyajian, APC  
450 N. Brand Blvd., Suite 600  
Glendale, CA 91203

Nareg S. Kitsinian, Esq. ([nareg@kitsinianlaw.com](mailto:nareg@kitsinianlaw.com))  
Kitsinian Law Firm  
6739 Odessa Ave.  
Van Nuys, CA 91406

(ii) If to Defendants or Defense Counsel, then to:

Jonathan Fraser Light, Esq. ([jlight@lightgablerlaw.com](mailto:jlight@lightgablerlaw.com))  
Chandra A. Beaton, Esq. ([cbeaton@lightgablerlaw.com](mailto:cbeaton@lightgablerlaw.com))  
LightGabler  
760 Paseo Camarillo, Suite 300  
Camarillo, CA 93010

63. Retention of Jurisdiction by the Court.

Following approval of the Settlement and the Court's entry of the Order of Final Approval, the Court shall retain jurisdiction for the purpose of addressing any issues which may arise with respect to the administration of the Settlement or the enforcement of the Settlement's terms pursuant to California Code of Civil Procedure section 664.6.

1                   64.    Entire Agreement.

2  
3                   This Settlement Agreement and the attached exhibits set forth the entire agreement of the Parties  
4 and supersede any and all prior agreements and all negotiations leading up to the execution of the  
Settlement Agreement, whether oral or written, regarding the terms contained herein.

5                   65.    Modification or Amendment.

6                   This Settlement may not be modified, amended or altered except in a writing signed by the  
7 Parties or their authorized legal representatives, or as ordered by the Court.

8                   66.    Choice of Law.

9                   This Settlement shall be governed by and construed, enforced and administered in accordance  
10 with the laws of the State of California.

11                   67.    Construction.

12                   This Agreement is entered into freely and voluntarily without duress or undue pressure or  
13 influence of any kind or nature whatsoever and neither Party has relied on any promises, representations  
14 or warranties regarding the subject matter hereof other than as set forth in this Agreement. Each Party  
15 has been represented by counsel in the settlement negotiations leading up to, and in connection with the  
16 preparation and execution of, this Settlement Agreement. The Parties acknowledge and agree that all  
17 Parties had an equal hand in drafting this Agreement so that it shall not be deemed to have been  
prepared or drafted by one Party or another. All Parties waive the provisions of California *Civil Code*  
section 1654 (and any other equivalent state, federal, or local provision), which provides, in part, that  
"the language of a contract should be interpreted most strongly against the Party who caused the  
uncertainty to exist."

18                   68.    Execution in Counterparts.

19                   This Agreement may be executed in counterparts, each of which shall be deemed an original, and  
20 all of which together shall constitute one and the same instrument. Electronic signatures (including  
21 DocuSign, AdobeSign, and the like) shall have the same force and effect as wet signatures. Any  
signature to this Agreement transmitted by email, PDF, or facsimile and any copies of any signatures are  
22 valid and binding.

23                   69.    Authority.

24                   The individuals signing this Agreement represent and warrant that they are authorized to execute  
25 this Agreement and to take all appropriate action required and permitted to be taken by this Agreement,  
except such action that is the prerogative of the Court.

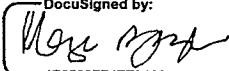
26                   70.    Attorneys' Fees, Costs and Expenses.

27                   Except as otherwise specifically provided for herein, each party shall bear her/its own attorneys'  
28 fees, costs and expenses, taxable or otherwise, incurred by them in or arising out of this action, and shall  
not seek reimbursement thereof from any other party to this Agreement, except that Class Counsel shall

be entitled to recover reasonable attorneys' fees and costs relating to the enforcement of the Judgment only in the event that such enforcement action is necessary due to a default by Defendants of the payments required pursuant to this Agreement.

**PLAINTIFF**

DATE: 11/5/2020

DocuSigned by:  
  
4F65387747F0432  
Megan Zuzevich

**DEFENDANT MISSION OAKS COUNSELING AND WELLNESS CENTER, INC.**

DATE: \_\_\_\_\_

Print Name:

Title:

**DEFENDANT HENDERSON**

DATE: \_\_\_\_\_

TRISTEN VANCE HENDERSON

**DEFENDANT WONDERS**

DATE: \_\_\_\_\_

MICHELLE CHRISTINE WONDERS

Ventura Superior Court Accepted through eDelivery submitted 04-20-2021 at 08:49:48 AM

1 **APPROVED AS TO FORM AND CONTENT:**

2

**LAW OFFICES OF ERIC A. BOYAJIAN, APC**

3

4 DATE: 11/5/2020

DocuSigned by:

Eric Boyajian

Eric A. Boyajian

Attorneys for Plaintiff

6

**KITSINIAN LAW FIRM**

7

8 DATE: 11/5/2020

DocuSigned by:

Nareg Kitsinian

Nareg S. Kitsinian

Attorney for Plaintiff

9

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**LIGHTGABLER**

11

12 DATE:

Jonathan Fraser Light

Chandra A. Beaton

Attorneys for Defendants

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be entitled to recover reasonable attorneys' fees and costs relating to the enforcement of the Judgment only in the event that such enforcement action is necessary due to a default by Defendants of the payments required pursuant to this Agreement.

**PLAINTIFF**

DATE: \_\_\_\_\_  
Megan Zuzevich

**DEFENDANT MISSION OAKS COUNSELING AND WELLNESS CENTER, INC.**

DATE: 11/10/2020  
DocuSigned by:  
Whitney Dunechew  
D7EBC21B096646E...  
Print Name: Whitney Dunechew  
Title: Operations Director

**DEFENDANT HENDERSON**

DATE: 11/11/2020  
DocuSigned by:  
Tristen Vance Henderson  
65D77D964B99447...  
TRISTEN VANCE HENDERSON

**DEFENDANT WONDERS**

DATE: 11/11/2020  
DocuSigned by:  
Michelle Christine Wonders  
A56508CD97FF4B6...  
MICHELLE CHRISTINE WONDERS

1 **APPROVED AS TO FORM AND CONTENT:**

2 **LAW OFFICES OF ERIC A. BOYAJIAN, APC**

3  
4 DATE: \_\_\_\_\_

Eric A. Boyajian  
Attorneys for Plaintiff


6 **KITSINIAN LAW FIRM**

7  
8 DATE: \_\_\_\_\_

Nareg S. Kitsinian  
Attorney for Plaintiff

10 **LIGHTGABLER**

11  
12 DATE: 11/11/2020

  
Jonathan Fraser Light  
Chandra A. Beaton  
Attorneys for Defendants

Ventura Superior Court Accepted through eDelivery submitted 04-20-2021 at 08:49:48 AM

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**EXHIBIT A**

## 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 [the date of the Preliminary Approval Order].
- 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 [the date of Preliminary Approval Order].
- 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

<b>Do Nothing</b>	You become part of the Action and the Settlement. Your estimated payment is \$ <del>8,000</del> . 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.
<b>Ask To Be Excluded</b>	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.
<b>Object</b>	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.
<b>Go to a Hearing</b>	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.

## What This Notice Contains

[Administrator to update pages upon final formatting]

<b>Basic Information.....</b>	<b>Page 1</b>
1. Why Did I get this Notice?	
2. What is this lawsuit about?	
3. Why is this a class action?	
4. Why is there a settlement?	
5. How do I know if I am part of the settlement?	
<b>The Settlement Benefits—What You Get.....</b>	<b>Page 2</b>
6. What does the settlement provide?	
7. How much will my payment be?	
8. What if my address changes?	
<b>You Do Not Need To Do Anything To Get Your Payment.....</b>	<b>Page 3</b>
9. How can I get a payment?	
10. When would I get my payment?	
11. What am I giving up to get a payment or stay in the Class?	
12. Can I get a settlement payment if I still work for Defendants?	
<b>Excluding Yourself From The Settlement.....</b>	<b>Page 5</b>
13. How do I get out of the settlement?	
14. If I don't exclude myself, can I sue Defendants for the same thing later?	
15. If I exclude myself, can I get money from this settlement?	
<b>The Lawyers Representing You.....</b>	<b>Page 6</b>
16. Do I have a lawyer in the case?	
17. How will the lawyers be paid?	
18. What other expenses will be taken out of the settlement amount	
<b>Objecting to The Settlement.....</b>	<b>Page 7</b>
19. How do I tell the Court that I don't like the settlement?	
20. What's the difference between objecting and excluding?	
<b>The Court's Fairness Hearing.....</b>	<b>Page 7</b>
21. When and where will the Court decide whether to approve the settlement?	
22. Do I have to come to the hearing?	
23. May I speak at the hearing?	
<b>If You Do Nothing.....</b>	<b>Page 8</b>
24. What happens if I do nothing at all?	
<b>Getting More Information.....</b>	<b>Page 9</b>
25. Are there more details about the settlement?	

26. How do I get more information?

## **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 [the date of the Preliminary Approval Order].

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 \$3,950 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 \$133,405 (the “**Net Settlement Amount**” or “**NSA**”).

70% (\$~~133,405~~) of the NSA is allocated for Participating Class Members, and 30% (\$~~40,021.50~~) shall be allocated as PAGA civil penalties, out of which 75% (\$~~30,016.13~~) shall be paid to the California Labor and Workforce Development Agency (“**LWDA Payment**”) and 25% (\$~~7,504.03~~) 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 during the Class Period. It is estimated that your payment will be \$~~2,100.00~~. 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~~ / ~~are not~~] an Aggrieved Employee. Therefore, you [~~are~~ / ~~are~~]



not] entitled to a portion of the PAGA Bounty. [Defendants' records indicate that you worked [###] pay periods during the PAGA Period. It is estimated that your portion of the PAGA Bounty will be \$ . 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 \$ .]

It will not be possible to know the exact amount of your payment until the Response Deadline (insert date) 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 complete the Change of Address portion of the Share Form (which you should have received in this notice packet) and mail it to the Settlement Administrator at:

[Insert Phoenix Settlement Administrators address]

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 [insert final approval hearing date] 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:

[Insert Phoenix Settlement Administrator's address]

by no later than [insert response deadline].

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 [insert response deadline].

### **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/xxxxx](http://www.phoenixclassaction.com/xxxxx)), \$3,950 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 Member.

## **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 [30 days after mailing the Class Notice]. 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 [time] on [date] 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/xxxxx](http://www.phoenixclassaction.com/xxxxx).

PLEASE DO NOT CALL OR CONTACT THE COURT. If you have any questions about the settlement, you may contact the Settlement Administrator at: xxx-xxx-xxxx or by e-mail at \_\_\_\_\_. You may also contact Class Counsel at the address or phone number listed above.