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PINNACLE TREATMENT CENTERS, INC. and ALEXANDER DODD

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ARIEL ORLANDO RAMOS, on behalf of himself and all others similarly situated

Plaintiff,

v.

AEGIS TREATMENT CENTERS, LLC, a Delaware limited liability company; PINNACLE TREATMENT CENTERS, INC., a Delaware corporation; ALEXANDER DODD, an individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 20STCV41429

[Assigned to the Hon. Carolyn B. Kuhl in Dept. 12]

CLASS ACTION

JOINT STIPULATION RE: CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT

Action Filed: October 27, 2020
Trial Date: None set

This Joint Stipulation re: Class Action and Representative Action Settlement (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiffs ARIEL ORLANDO RAMOS (“Plaintiff Ramos”) and NAHRAN BENNER (“Plaintiff Benner” and with Plaintiff Ramos, “Plaintiffs”) individually and on behalf of the Settlement Class, on the

1 one hand; and defendants AEGIS TREATMENT CENTERS, LLC, (“Aegis”) PINNACLE
2 TREATMENT CENTERS, INC. (“Pinnacle”) and ALEXANDER DODD (“Dodd”)
3 (collectively “Defendants”), on the other hand, in the lawsuit entitled *Ramos v. Aegis Treatment*
4 *Centers, LLC, et al.*, filed in Los Angeles County Superior Court, Case No. 20STCV41429 (the
5 “Action”). Plaintiffs and Defendants shall be, at times, collectively referred to as the “Parties.”
6 This Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set
7 forth herein, based upon and subject to the terms and conditions of this Agreement.

8 **1. DEFINITIONS**

9 **A. “Action”** means *Ramos v. Aegis Treatment Centers, LLC, et al.* filed in Los
10 Angeles Superior Court, Case No. 20STCV41429.

11 **B. “Aggrieved Employees”** means Class Members working for Defendants during
12 the PAGA Period as non-exempt, hourly-paid employees in California.

13 **C. “Class Counsel”** means: David D. Bibiyan and Jeffrey C. Bils of Bibiyan Law
14 Group, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s
15 Counsel.”

16 **D. “Class Period”** means the period from July 26, 2018 through August 2, 2022.

17 **E. “Class Notice”** means and refers to the notice sent to Class Members after
18 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
19 Agreement.

20 **F. “Court”** means the Superior Court of the State of California for the County of
21 Los Angeles.

22 **G. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
23 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
24 objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals
25 have been filed, the date on which they have been resolved or exhausted.

26 **H. “Defendants”** means, collectively, Aegis Treatment Centers, LLC, Pinnacle
27 Treatment Centers, Inc., and Alexander Dodd.

1 **I. “Employer Taxes”** means employer-funded taxes and contributions imposed on
2 the wage portions of the Individual Settlement Payments under the Federal Insurance
3 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
4 and contributions required of employers, such as for unemployment insurance.

5 **J. “General Release”** means the broader release of claims by Plaintiffs, which is in
6 addition to Plaintiffs’ limited release of claims as a Participating Class Member.

7 **K. “Gross Settlement Amount”** means a non-reversionary fund in the sum of One
8 Million Two Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$1,225,000.00),¹
9 which shall be paid by Defendants, from which all payments for the Individual Settlement
10 Payments to Participating Class Members, the Court-approved amounts for attorneys’ fees and
11 reimbursement of litigation costs and expenses to Class Counsel, Settlement Administration
12 Costs, the Service Award, the PAGA Payment, and the LWDA Payment shall be paid. It
13 expressly excludes Employer Taxes, which shall be paid by Defendants separate, apart, and in
14 addition to the Gross Settlement Amount.

15 **L. “Individual PAGA Payment”** means a payment made to an Aggrieved
16 Employee for his or her share of the PAGA Payment, which may be in addition to his or her
17 Individual Settlement Share if he or she is also a Participating Class Member.

18 **M. “Individual Settlement Payment”** means a payment to a Participating Class
19 Member of his or her net share of the Net Settlement Amount.

20 **N. “Individual Settlement Share”** means the gross amount of the Net Settlement
21 Amount that a Participating Class Member is projected to receive based on the number of
22 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
23 shall be reflected in his or her Class Notice.

24 **O. “LWDA Payment”** means the payment to the State of California Labor and
25 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
26 amount allocated toward penalties under the PAGA all of which is to be paid from the Gross
27 Settlement Amount. The Parties have agreed that Fifty Thousand Dollars and Zero Cents

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¹ As the same may be increased in accordance with Paragraph 17, below.

1 (\$50,000.00) shall be allocated toward PAGA penalties, of which Thirty-Seven Thousand Five
2 Hundred Dollars and Zero Cents (\$37,500.00) will be paid to the LWDA (*i.e.*, the LWDA
3 Payment) and Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) will be paid
4 to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked for Defendants as
5 a non-exempt, hourly-paid employee in California in the PAGA Period (*i.e.* the PAGA Payment).

6 **P. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
7 that is available for distribution to the Participating Class Members after deductions for the Court-
8 approved allocations for Settlement Administration Costs, a Service Award to Plaintiffs, an
9 award of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the
10 LWDA Payment, and the PAGA Payment.

11 **Q. “Operative Complaint” or “Complaint”** means the Second Amended
12 Complaint that was filed with the Court on September 10, 2021.

13 **R. “PAGA Payment** is the 25% portion of the Fifty Thousand Dollars and Zero
14 Cents (\$50,000.00) that is allocated toward PAGA penalties (Twelve Thousand Five Hundred
15 Dollars and Zero Cents (\$12,500.00)) that will be paid to Aggrieved Employees on a *pro rata*
16 basis based on the Workweeks worked as non-exempt, hourly-paid employees in California in
17 the PAGA Period, which would be in addition to their Individual Settlement Payment if they are
18 Participating Class Members, as well.

19 **S. “PAGA Period”** means the period from October 23, 2019 through August 2,
20 2022.

21 **T. “Participating Class Members”** means all Settlement Class Members who do
22 not submit a timely and valid Request for Exclusion.

23 **U. “Participating Individual Settlement Share”** means the gross amount of the Net
24 Settlement Amount that a Participating Class Member is eligible to receive based on the number
25 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
26 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
27 may be entitled if he or she is also an Aggrieved Employee.

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1 **V. “Plaintiffs”, “Named Plaintiffs” or “Class Representatives”** shall refer to
2 Plaintiffs Ariel Orlando Ramos and Nahrain Benner.

3 **W. “Preliminary Approval Date”** means the date on which the Court enters an
4 Order granting preliminary approval of the Settlement.

5 **X. “Released Parties”** shall mean Defendants and each of their past, present, and
6 future respective subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-
7 sponsored employee benefit plans of any nature and their successors and predecessors in interest,
8 including all of their officers, directors, shareholders, employees, agents, principals, heirs,
9 representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries,
10 trustees, and agents.

11 **Y. “Response Deadline”** means the deadline for Settlement Class Members to mail
12 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
13 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
14 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
15 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
16 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
17 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
18 shall be the exclusive means for determining whether a Request for Exclusion, Objection, or
19 Workweek Dispute was submitted by the Response Deadline.

20 **Z. “Request for Exclusion”** means a written request to be excluded from the
21 Settlement Class pursuant to Paragraph 9(C) below.

22 **AA. “Service Award”** means monetary amounts to be paid to Plaintiffs of up to Seven
23 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) each, for a total of up to Fifteen
24 Thousand Dollars and Zero Cents (\$15,000.00), which subject to Court approval, will be paid
25 out of the Gross Settlement Amount.

26 **BB. “Settlement Administration Costs”** means all costs incurred by the Settlement
27 Administrator in administration of the Settlement, including, but not limited to, translating the
28 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English

1 and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments,
2 Individual PAGA Payments, and Participating Individual Settlement Shares, as well as associated
3 taxes and withholdings, providing declarations, generating Individual Settlement Payment
4 checks and related tax reporting forms, doing administrative work related to unclaimed checks,
5 transmitting payment to Class Counsel for the Court-approved amounts for attorneys' fees and
6 reimbursement of litigation costs and expenses, to Plaintiffs for their Service Award, and to the
7 LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and related
8 information, and any other actions of the Settlement Administrator as set forth in this Agreement,
9 all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated
10 not to exceed \$21,000.00 If the actual amount of the Settlement Administration Costs is less than
11 \$21,000.00, the difference between \$21,000.00 and the actual Settlement Administration Costs
12 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
13 \$21,000.00 then such excess will be paid solely from the Gross Settlement Amount and
14 Defendants will not be responsible for paying any additional funds in order to pay these
15 additional costs.

16 **CC. "Settlement Administrator"** means the Third-Party Administrator mutually
17 agreed upon by the Parties that will be responsible for the administration of the Settlement
18 including, without limitation, translating the Class Notice in Spanish, the distribution of the
19 Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount
20 and related matters under this Agreement.

21 **DD. "Settlement Class" or "Settlement Class Members"** means all current and
22 former non-exempt, hourly-paid employees who worked in California for Defendants at any time
23 during the Class Period.

24 **EE. "Workweeks"** means the number of weeks that a Settlement Class Member was
25 employed by and worked for the Defendants in a non-exempt, hourly position during the Class
26 Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as
27 applicable).

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1 **2. BACKGROUND**

2 **A.** On October 23, 2020, Plaintiff Ramos filed with the LWDA and served on
3 Defendants a notice under Labor Code section 2699.3 stating Plaintiff Ramos intended to serve
4 as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various
5 Labor Code violations. (“PAGA Notice”).

6 **B.** On October 27, 2020, Plaintiff Ramos filed a putative wage-and-hour class action
7 alleging that, during the Class Period, Defendants, as it pertains to Class Members: (1) failed to
8 pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or
9 compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof;
10 (5) failed to all wages due upon separation from employment; (6) failed to issue accurate and
11 compliant wage statements; (7) failed to reimburse employees for business expenses; and (8)
12 engaged in unfair competition.

13 **C.** On March 29, 2021, Plaintiff Ramos and Plaintiff Benner filed an amended notice
14 with the LWDA, in which Plaintiff Benner also sought to serve as a proxy of the LWDA to
15 recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations
16 (“Amended PAGA Notice”).

17 **D.** On June 9, 2021, after sixty-five (65) days had passed since Plaintiffs filed the
18 Amended PAGA Notice, without any action by the LWDA with respect to the alleged Labor
19 Code violations, Plaintiffs filed a First Amended Complaint in the Action seeking PAGA civil
20 penalties against Defendants for the Labor Code violations alleged in the Amended PAGA Notice
21 and adding Plaintiff Benner as a named plaintiff.

22 **E.** On September 10, 2021, Plaintiffs filed a Second Amended Complaint clarifying
23 their allegations against Defendants.

24 **F.** Shortly thereafter, the Parties agreed to exchange informal discovery and attend
25 an early mediation, in which Plaintiffs were provided with, among other things: (1) two of
26 Defendants’ employee handbooks; (2) a sample meal break waiver; and (3) a 20% sampling of
27 time and pay records for approximately 1,737 Class Members.
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1 **G.** On April 27, 2022, the Parties participated in a full-day mediation before Paul
2 Grossman, Esquire, a well-regarded mediator experienced in mediating complex labor and
3 employment matters. With the aid of the mediator’s evaluation, the Parties reached the
4 Settlement to resolve the Action.

5 **H.** Class Counsel has conducted significant investigation of the law and facts relating
6 to the claims asserted in the Action, the PAGA Notice and the Amended PAGA Notice, and have
7 concluded that that the Settlement set forth herein is fair, reasonable, adequate, and in the best
8 interests of the Settlement Class, taking into account the sharply contested issues involved, the
9 expense and time necessary to litigate the Action through trial and any appeals, the risks and
10 costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties of
11 complex litigation, the information learned through informal discovery regarding Plaintiffs’
12 allegations, and the substantial benefits to be received by Settlement Class Members.

13 **I.** Defendants have concluded that, because of the substantial expense of defending
14 against the Action, the length of time necessary to resolve the issues presented herein, the
15 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
16 interest to accept the terms of this Agreement. Defendants deny each of the allegations and
17 claims asserted against it in the Action, the PAGA Notice, and the Amended PAGA Notice.
18 However, Defendants nevertheless desire to settle the Action for the purpose of avoiding the
19 burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the
20 controversies engendered by the Action.

21 **J.** This Agreement is intended to and does effectuate the full, final, and complete
22 resolution of all Class Released Claims of Plaintiffs and Participating Class Members, and all
23 PAGA Released Claims of Plaintiffs and, to the extent permitted by law, of the State of California
24 and Aggrieved Employees.

25 **3. JURISDICTION**

26 The Court has jurisdiction over the Parties and the subject matter of the Action. The
27 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
28 applicable statutes. After the Court has granted Final Approval of the Settlement and entered

1 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
2 pursuant to California Rule of Court, rule 3.769, subdivision (h).

3 **4. STIPULATION OF CLASS CERTIFICATION**

4 The Parties stipulate to the certification of the Settlement Class under this Agreement for
5 purposes of settlement only.

6 **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

7 After full execution of this Agreement, Plaintiffs will move for an order granting
8 preliminary approval of the Settlement, approving and directing the mailing of the proposed
9 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A,”** conditionally
10 certifying the Settlement Class for settlement purposes only, and approving the deadlines
11 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes, and
12 Objections. If and when the Court preliminarily approves the Settlement, and after
13 administration of the Class Notice in a manner consistent with the Court’s Preliminary Approval
14 Order, Plaintiffs will move for an order finally approving the Settlement and seek entry of a
15 Judgment in line with this Settlement. The Parties may both respond to any Objections lodged
16 to final approval of the Settlement up to five (5) court days before the Final Approval Hearing.

17 **6. STATEMENT OF NO ADMISSION**

18 Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiffs
19 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
20 PAGA Notice. This Agreement shall not be deemed an admission by Defendants of any claims
21 or allegations asserted in the Action or the PAGA Notice. Except as set forth elsewhere herein,
22 in the event that this Agreement is not approved by the Court, or any appellate court, is
23 terminated, or otherwise fails to be enforceable, Plaintiffs will not be deemed to have waived,
24 limited or affected in any way any claims, rights or remedies, or defenses in the Action or the
25 PAGA Notice, and Defendants will not be deemed to have waived, limited, or affected in any
26 way any of their objections or defenses in the Action and the PAGA Notice. The Parties shall be
27 restored to their respective positions in the Action prior to the entry of this Settlement.

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1 7. **RELEASE OF CLAIMS**

2 **A. Release by All Participating Class Members.**

3 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
4 of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross
5 Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, Plaintiffs and
6 all Participating Class Members release any and all claims, rights, demands, damages, liabilities
7 and causes of action (along with related claims and all associated penalties), in law or in equity,
8 arising at any time during the Class Period and that were alleged or that reasonably could have
9 been alleged based on the facts alleged in the Operative Complaint including: (1) all claims for
10 failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for
11 failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to
12 provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all wages
13 due upon separation from employment; (6) all claims for failure to issue accurate and compliant
14 wage statements; (7) all claims for failure to reimburse employees for business expenses; (8) all
15 claims asserted through California Business & Professions Code section 17200, *et seq.* arising
16 out of the Labor Code violations referenced in the Operative Complaint (the “Class Released
17 Claims”).

18 **B. Release by All Aggrieved Employees**

19 For Plaintiffs, Aggrieved Employees, and, to the extent permitted by law, the State of
20 California, the release includes for the duration of the PAGA Period, all claims, rights, demands,
21 damages, liabilities and causes of action (along with related claims and all associated penalties),
22 in law or in equity that were or reasonably could have been asserted based on the facts alleged in
23 the PAGA Notice, Amended PAGA Notice, and the Operative Complaint (the “PAGA Released
24 Claims”). The Class Released Claims and PAGA Released Claims shall be referred to herein as
25 the “Released Claims.”

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1 **C. Claims Not Released**

2 The release expressly excludes all other claims, including claims for vested benefits,
3 wrongful termination, unemployment insurance, disability, social security, workers'
4 compensation, and any other claims outside of the Class Released Claims of Participating Class
5 Members arising during the Class Period and the PAGA Released Claims of Aggrieved
6 Employees (and, to the extent permitted by law, the State of California) arising outside of the
7 PAGA Period.

8 **D. General Release.**

9 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
10 of Judgment, and payment by Defendants to the Settlement Administrator selected of the full
11 Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in
12 addition to the Released Claims, Plaintiffs make the additional following General Release:
13 Plaintiffs release the Released Parties from all claims, demands, rights, liabilities and causes of
14 action of every nature and description whatsoever, known or unknown, asserted or that might
15 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
16 law or regulation arising out of, relating to, or in connection with any act or omission of the
17 Released Parties through the date of full execution of this Agreement in connection with
18 Plaintiffs' employment with Defendants or the termination thereof, except for any and all other
19 claims that may not be released as a matter of law through this Agreement. To the extent of the
20 General Release provided herein, Plaintiffs stipulate and agree that, upon entry of an Order
21 granting Final Approval of the Settlement, entry of Judgment, and payment by Defendants to the
22 Settlement Administrator selected of the full Gross Settlement Amount and Employers' Taxes
23 necessary to effectuate the Settlement, they shall have expressly waived and relinquished, to the
24 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
25 California Civil Code, or any other similar provision under federal or state law, which provides:

26 A general release does not extend to claims that the creditor or
27 releasing party does not know or suspect to exist in his or her
28 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.

1 The release expressly excludes Plaintiff Ramos’s claims under the Fair Employment and
2 Housing Act, the California Family Rights Act, discrimination, failure to provide reasonable
3 accommodation, failure to engage in a good faith interactive process, retaliation, harassment,
4 wrongful termination in violation of public policy, intentional infliction of emotional distress,
5 and negligent infliction of emotional distress.

6 **8. SETTLEMENT ADMINISTRATOR**

7 **A.** Plaintiffs and Defendants, through their respective counsel, have selected Phoenix
8 Settlement Administrators to administer the Settlement, which includes but is not limited to
9 translating the Class Notice to Spanish, distributing and responding to inquiries about the Class
10 Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and
11 expenses of the Settlement Administrator, currently estimated to be \$21,000.00 will be paid from
12 the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is
13 less than \$21,000.00, the difference between \$21,000.00 and the actual Settlement
14 Administration Costs shall be a part of the Net Settlement Amount. If the Settlement
15 Administration Costs exceed \$21,000.00 then such excess will be paid solely from the Gross
16 Settlement Amount and Defendants will not be responsible for paying any additional funds in
17 order to pay these additional costs.

18 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION**
19 **PROCESS**

20 **A. Notice to the Settlement Class Members**

21 (1) Within seven (7) calendar days after the Preliminary Approval Date,
22 Defendants’ Counsel shall provide the Settlement Administrator with information with respect
23 to each Settlement Class Member, including his or her: (1) name; (2) last known address(es)
24 currently in Defendants’ possession, custody, or control; (3) last known telephone number(s)
25 currently in Defendants’ possession, custody, or control; (4) last known Social Security
26 Number(s) in Defendants’ possession, custody, or control; and (5) the dates of employment (*i.e.*,
27 hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class
28 Member (“Class List”), which shall be made available to Class Counsel upon request. The

1 Settlement Administrator shall perform an address search using the United States Postal Service
2 National Change of Address (“NCOA”) database and update the addresses contained on the Class
3 List with the newly-found addresses, if any. Within seven (7) calendar days, or soon thereafter,
4 of receiving the Class List from Defendants, the Settlement Administrator shall mail the Class
5 Notice in English and Spanish to the Settlement Class Members via first-class regular U.S. Mail
6 using the most current mailing address information available. The Settlement Administrator shall
7 maintain the Class List and digital copies of all the Settlement Administrator’s records
8 evidencing the giving of notice to any Settlement Class Member, for at least four (4) years from
9 the Final Approval Date.

10 (2) The Class Notice will set forth:

- 11 (a) the Settlement Class Member’s estimated Individual
12 Settlement Payment and Individual PAGA Payment,
13 and the basis for each;
- 14 (b) the information required by California Rule of Court,
15 rule 3.766, subdivision (d);
- 16 (c) the material terms of the Settlement;
- 17 (d) the proposed Settlement Administration Costs;
- 18 (e) the definition of the Settlement Class;
- 19 (f) a statement that the Court has preliminarily approved
20 the Settlement;
- 21 (g) how the Settlement Class Member can obtain
22 additional information, including contact information
23 for Class Counsel;
- 24 (h) information regarding opt-out and objection
25 procedures;
- 26 (i) the date and location of the Final Approval Hearing;
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(j) that the Settlement Class Member must notify the Settlement Administrator no later than the Response Deadline if the Settlement Class Member disputes the accuracy of the number of Workweeks as set forth on his or her Class Notice (“Workweek Dispute”). If a Settlement Class Member fails to timely dispute the number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will promptly re-mail the Class Notice to the Settlement Class Member. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto.

(4) No later than seven (7) calendar days from the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests for Exclusion and Objections received by the Settlement Administrator.

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1 **B. Objections.**

2 Only Participating Class Members may object to the Settlement. In order for any
3 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
4 do so by mailing a written objection to the Settlement Administrator at the address or phone
5 number provided on the Class Notice no later than the Response Deadline. The Settlement
6 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendants’
7 counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which
8 Class Counsel shall file in support of Plaintiffs’ Motion for Final Approval. The Objection
9 should set forth in writing: (1) the Objector’s name; (2) the Objector’s address; (3) the last four
10 digits of the Objector’s Social Security Number; (4) the Objector’s signature; (5) a statement of
11 whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
12 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
13 Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member
14 will remain a member of the Settlement Class and if the Court approves this Agreement, the
15 Settlement Class Member will be bound by the terms of the Settlement in the same way and to
16 the same extent as a Settlement Class Member who does not object. The date of mailing of the
17 Class Notice to the objecting Settlement Class Member shall be conclusively determined
18 according to the records of the Settlement Administrator. Settlement Class Members need not
19 object in writing to be heard at the Final Approval Hearing; they may object or comment in
20 person at the hearing at their own expense. Class Counsel and Defendants’ Counsel may respond
21 to any objection lodged with the Court up to five (5) court days before the Final Approval
22 Hearing.

23 **C. Requesting Exclusion.**

24 Any Settlement Class Member may request exclusion from (*i.e.*, “opt out” of) the
25 Settlement by mailing a written request to be excluded from the Settlement (“Request for
26 Exclusion”) to the Settlement Administrator, postmarked on or before the Response Deadline.
27 To be valid, a Request for Exclusion must include: (1) the Class Member’s name; (2) the Class
28 Member’s Social Security Number; (3) the Class Member’s signature; and (4) the following

1 statement: “Please exclude me from the Settlement Class in the *Ramos v. Aegis Treatment*
2 *Centers, LLC, et al.* matter” or any statement of similar meaning standing for the proposition that
3 the Class member does not wish to participate in the Settlement. The Settlement Administrator
4 shall immediately provide copies of all Requests for Exclusion to Class Counsel and Defendants’
5 Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its
6 declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class
7 Member who requests exclusion using this procedure will not be entitled to receive any payment
8 from the Settlement and will not be bound by the Settlement Agreement or have any right to
9 object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not
10 opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
11 by all terms of the Settlement, including those pertaining to the Released Claims, as well as any
12 Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A
13 Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a
14 Settlement Class Member submits an Objection and a Request for Exclusion, the Request for
15 Exclusion will control and the Objection will be overruled. Settlement Class Members who
16 worked during the PAGA Period as Aggrieved Employees that submit a valid Request for
17 Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA
18 Payments, and will be bound by the release of the PAGA Released Claims.

19 **D. Disputes Regarding Settlement Class Members’ Workweek Data.**

20 Each Settlement Class Member may dispute the number of Workweeks attributed to him
21 or her on his or her Class Notice (“Workweek Dispute”). Any such disputes must be mailed to
22 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
23 Response Deadline. The Settlement Administrator shall immediately provide copies of all
24 disputes to Class Counsel and counsel for Defendants and shall immediately attempt to resolve
25 all such disputes directly with relevant Settlement Class Member(s) with the assistance of
26 Defendants and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall
27 adjudicate the dispute.

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1 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
2 **PAGA PAYMENTS**

3 Individual Settlement Payments will be calculated and distributed to Participating Class
4 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
5 Members' respective number of Workweeks during the Class Period. Individual PAGA
6 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
7 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
8 number of Workweeks during the PAGA Period. Specific calculations of the Individual
9 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
10 follows:

11 **A.** The Settlement Administrator will determine the total number of Workweeks
12 worked by each Settlement Class Member during the Class Period ("Class Member's
13 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
14 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
15 Administrator will determine the total number of Workweeks worked by each Aggrieved
16 Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the
17 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
18 ("PAGA Workweeks").

19 **B.** To determine each Settlement Class Member's Individual Settlement Share, the
20 Settlement Administrator will use the following formula: Individual Settlement Share =
21 (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

22 **C.** To determine each Participating Class Member's Participating Individual
23 Settlement Share, the Settlement Administrator will determine the aggregate number of
24 Workweeks worked by all Participating Class Members during the Class Period ("Participating
25 Class Workweeks") and use the following formula: Individual Settlement Share =
26 (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement
27 Amount.

28 **D.** The net amount of the Participating Individual Settlement Share is to be paid out

1 to Participating Class Members by way of check and is referred to as “Individual Settlement
2 Payment(s)”.

3 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
4 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
5 PAGA Payment = (Aggrieved Employee’s Workweeks ÷ PAGA Workweeks) x \$12,500.00
6 (the PAGA Payment).

7 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid
8 to Participating Class Members and/or Aggrieved Employees by way of check. When a
9 Participating Class Member is also an Aggrieved Employee, one check may be issued that
10 aggregates both the Individual Settlement Payment and the Individual PAGA Payment

11 **11. DISTRIBUTION OF PAYMENTS**

12 **A. Distribution of Individual Settlement Payments.**

13 Participating Class Members will receive an Individual Settlement Payment and
14 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
15 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
16 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
17 calendar days after expiration of the 180-day period, checks for such payments shall be
18 canceled and funds associated with such checks shall be considered unpaid, unclaimed or
19 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid
20 Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil
21 Procedure section 384, shall be transmitted to Legal Aid at Work, 180 Montgomery Street,
22 Suite 600, San Francisco, California 94104, the *cy pres* recipient, for use in Los Angeles
23 County. The Settlement Administrator shall prepare a report regarding the distribution plan
24 pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court
25 by Class Counsel along with a proposed amended judgment that is consistent with the
26 provisions of Code of Civil Procedure section 384.

27 **B. Funding of Settlement.**

28 Defendants shall, within fourteen (14) calendar days of Final Approval Date, make

1 payment of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph
2 17 of this Agreement) and Employer Taxes to the Settlement Administrator pursuant to Internal
3 Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account
4 (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this
5 Agreement and the Court’s Orders and subject to the conditions described herein.

6 **C. Time for Distribution.**

7 Within seven (7) calendar days after payment of the full Gross Settlement Amount and
8 Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator
9 shall distribute Payments from the QSA for: (1) the Service Award to Plaintiff as specified in
10 this Agreement and approved by the Court; (2) the Attorneys’ Fees and Cost Award to be paid
11 to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement
12 Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA
13 Payment, as specified in this Agreement and approved by the Court; and (5) Individual PAGA
14 Payments as specified in this Agreement and approved by the Court. The balance remaining
15 shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be
16 made to Participating Class Members, less applicable taxes and withholdings. All interest
17 accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to
18 Participating Class Members based on the number of Workweeks worked by them in the Class
19 Period.

20 **12. ATTORNEYS’ FEES AND LITIGATION COSTS**

21 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys’
22 fees of up to 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph
23 17 of this Agreement, amounts to Four Hundred and Twenty-Eight Thousand Seven Hundred
24 and Fifty Dollars and Zero Cents (\$428,750.00). Class Counsel shall further apply for, and
25 Defendants shall not oppose, an application or motion by Class Counsel for reimbursement of
26 actual costs associated with Class Counsel’s prosecution of this matter as set forth by declaration
27 testimony in an amount up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).
28 Awards of attorneys’ fees and costs shall be paid out of the Gross Settlement Amount, for all

1 past and future attorneys' fees and costs necessary to prosecute, settle, and obtain Final Approval
2 of the settlement in Action. The "future" aspect of the amounts stated herein includes, without
3 limitation, all time and expenses expended by Class Counsel (including any appeals therein).
4 There will be no additional charge of any kind to either the Settlement Class Members or request
5 for additional consideration from Defendants for such work unless, Defendants materially breach
6 this Agreement, including any term regarding funding, and further efforts are necessary from
7 Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce
8 the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in
9 amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall
10 be a part of the Net Settlement Amount.

11 **13. SERVICE AWARD TO PLAINTIFF**

12 Named Plaintiffs shall seek, and Defendants shall not oppose, a Service Award in an
13 amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each
14 to Plaintiff Ramos and Plaintiff Benner, for a total of Fifteen Thousand Dollars and Zero Cents
15 (\$15,000.00) for participation in and assistance with the Class Action. Any Service Award
16 awarded to Plaintiffs shall be paid from the Gross Settlement Amount and shall be reported on
17 an IRS Form 1099. If the Court approves the Service Award to Plaintiffs in less than the amounts
18 sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

19 **14. TAXATION AND ALLOCATION**

20 a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
21 be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS
22 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
23 agree that the employees' share of taxes and withholdings with respect to the wage-portion of the
24 Individual Settlement Share will be withheld from the Individual Settlement Share in order to
25 yield the Individual Settlement Payment. The amount of federal income tax withholding will be
26 based upon a flat withholding rate for supplemental wage payments in accordance with Treasury
27 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
28 be made pursuant to applicable state and/or local withholding codes or regulations.

1 b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
2 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
3 “Code”) and consistent with this Agreement. If the Code, the regulations promulgated
4 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
5 set forth in this Section may be modified in a manner to bring Defendants into compliance with
6 any such changes.

7 c. All Employer Taxes shall be paid by Defendants separate, apart, and in addition
8 to the Gross Settlement Amount. Defendants shall remain liable to pay the employer’s share of
9 payroll taxes as described above.

10 d. Neither Counsel for Plaintiffs nor Defendants intend anything contained in this
11 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
12 be relied upon as such within the meaning of United States Treasury Department Circular 230
13 (31 C.F.R. Part 10, as amended) or otherwise.

14 **15. PRIVATE ATTORNEYS’ GENERAL ACT ALLOCATION**

15 The Parties agree to allocate Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the
16 Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent
17 (75%) of the amount allocated toward PAGA (\$37,500.00) will be paid to the LWDA and twenty-
18 five percent (25%) (\$12,500.00) will be distributed to Aggrieved Employees on a *pro rata* basis
19 based upon their respective Workweeks worked as Aggrieved Employees during the PAGA
20 Period.

21 **16. COURT APPROVAL**

22 This Agreement is contingent upon an order by the Court granting Final Approval of the
23 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
24 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
25 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
26 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,
27 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
28 the Court reserves any authority to issue any appropriate orders when denying approval; and/or

1 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
2 the Settlement Agreement being voided or not approved, and which control in such an event.

3 **17. INCREASE IN WORKWEEKS**

4 Defendants represent that there are no more than 121,761 Workweeks worked from July
5 16, 2018 through April 27, 2022. In the event the number of Workweeks worked by Class
6 Members from July 16, 2018 through April 27, 2022 increases by more than 10%, or 12,176
7 Workweeks, then Plaintiffs have the right to rescind this agreement.

8 **18. NOTICE OF JUDGMENT**

9 In addition to any duties set out herein, the Settlement Administrator shall provide
10 notice of the Final Judgment entered in the Action by posting the same on its website for a
11 period of no less than four (4) years.

12 **19. WITHDRAWAL FROM SETTLEMENT BASED ON REQUESTS FOR**
13 **EXCLUSION**

14 Defendants shall retain the right to nullify the Agreement in the event that more than
15 5% of Class Members submit timely and valid Requests for Exclusion. Defendants must
16 provide written notice to Class Counsel of their withdrawal within ten (10) calendar days of
17 receiving sufficient information to determine that the opt out rate exceeds 5%. If Defendants
18 exercise this right, it shall be solely responsible for the costs incurred for settlement
19 administration up to the date of nullification.

20 **20. MISCELLANEOUS PROVISIONS**

21 **A. Interpretation of the Agreement.**

22 This Agreement constitutes the entire agreement between the Parties with respect to its
23 subject matter. Except as expressly provided herein, this Agreement has not been executed in
24 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
25 written representations or terms shall modify, vary or contradict its terms. In entering into this
26 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
27 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
28 enforced under the laws of the State of California, both in its procedural and substantive aspects,

1 without regard to its conflict of law provisions. Any claim arising out of or relating to the
2 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
3 Court of the State of California for the County of Los Angeles, and Plaintiffs and Defendants
4 hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection
5 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties,
6 and each of them, participated in the negotiation and drafting of this Agreement and had available
7 to them the advice and assistance of independent counsel. As such, neither Plaintiffs nor
8 Defendants may claim that any ambiguity in this Agreement should be construed against the
9 other. The Agreement may be modified only by a writing signed by counsel for the Parties and
10 approved by the Court.

11 **B. Further Cooperation.**

12 The Parties and their respective attorneys shall proceed diligently to prepare and execute
13 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
14 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
15 will not take any action inconsistent with this Agreement, including, without limitation,
16 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
17 Party has taken actions inconsistent with the Settlement, including, without limitation,
18 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
19 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
20 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
21 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
22 opt-outs and/or objections.

23 **C. Counterparts.**

24 The Agreement may be executed in one or more actual or non-original counterparts, all
25 of which will be considered one and the same instrument and all of which will be considered
26 duplicate originals.

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D. Authority.

Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the Party for whom or which that individual signs.

E. No Third-Party Beneficiaries.

Plaintiffs, Participating Class Members, Aggrieved Employees, the State of California, Class Counsel, and Defendants are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

F. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

G. Continuing Jurisdiction


The Parties hereby agree that pursuant to Code of Civil Procedure section 664.6, the trial court shall retain jurisdiction over the Parties over the Action to enforce the terms of this Agreement.

H. Severability.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: Nov 2, 2022, 2022


Ariel Orlando Ramos (Nov 2, 2022 13:05 EDT)
ARIEL ORLANDO RAMOS
Plaintiff and Class Representative

Dated: _____, 2022

NAHRAIN BENNER
Plaintiff and Class Representative

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IT IS SO AGREED:

Dated: _____, 2022

ARIEL ORLANDO RAMOS
Plaintiff and Class Representative

Dated: Nov 1, 2022, 2022



Nahrain Benner (Nov 1, 2022 17:06 PDT)
NAHRAIN BENNER
Plaintiff and Class Representative

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Dated: November 7, 2022

Kelly Priegnitz
AEGIS TREATMENT CENTERS, LLC
Defendant

By: Kelly Priegnitz

Its: Chief Legal and Compliance Officer

Dated November 7, 2022

Kelly Priegnitz
PINNACLE TREATMENT CENTERS, LLC
Defendant

By: Kelly Priegnitz

Its: Chief Legal and Compliance Officer

AGREED AS TO FORM:

Dated: November 3, 2022

Vedang J. Patel
DAVID D. BIBIYAN
VEDANG J. PATEL
**Counsel for Plaintiffs ARIEL ORLANDO
RAMOS and NAHRAIN BENNER**

Dated: November 7, 2022

Derek J. Haynes
DEREK J. HAYNES
DYLAN T. DE WIT
**Counsel for Defendants AEGIS
TREATMENT CENTERS, LLC, PINNACLE
TREATMENT CENTERS, INC.; and
ALEXANDER DODD**

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