

NOTICE OF CLASS ACTION SETTLEMENT

Bray, Jordan v. v. California Unified Service Providers, L.L.C. d/b/a CUSP d/b/a CUSP Autism
Superior Court of the State of California, County of Los Angeles, Case No. 20STLC07510

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

If you performed work for California Unified Service Providers, LLC or Behavioral Cusp, LLC as a non-exempt employee during the period from November 9, 2016 through May 1, 2022, please read this notice carefully. **This notice relates to a proposed settlement of class action litigation and potential disbursement of settlement funds to you. If you are a class member, it contains important information about your right to participate or to opt out of the settlement according to the procedures described below.**

Why should you read this Notice?

A proposed settlement (“Settlement”) has been reached in a class action lawsuit entitled *Bray, Jordan v. v. California Unified Service Providers, L.L.C. d/b/a CUSP d/b/a CUSP Autism*, Los Angeles County Superior Court Case No. 20STLC07510 (the “Action”).

You are receiving this notice because you may have worked for Cross-Defendants California Unified Service Providers, LLC or Behavioral Cusp, LLC (“Cross-Defendants”) as a non-exempt employee during the period from November 9, 2016 through May 1, 2022 (the “Class Period”), and therefore, you may be a member of the proposed settlement class (what is called a “Class Member”). The purpose of this Notice of Class Action Settlement (“Notice”) is to describe the Action and the terms of the Settlement and to inform you of your rights and options in connection with the Settlement.

The Court will determine whether the Settlement is fair, reasonable, and adequate at what is referred to as a “Final Approval Hearing”. The Final Approval Hearing will be held on July 03, 2024, at 10:00 a.m. before the Honorable Kenneth R. Freeman in Department 14 of the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012.

As a Class Member, you are eligible to receive a portion of the Settlement. You will receive a portion of the Settlement and be bound by the terms of the Settlement unless you submit a Request for Exclusion from the Settlement (as described below) on or before May 14, 2024.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will remain a Class Member and you will be eligible to receive a payment under the Settlement. You will also give up rights to pursue a separate legal action against Cross-Defendants for the claims alleged in the Action, as further explained below.
SUBMIT A REQUEST FOR EXCLUSION	You have the option to pursue separate legal action against Cross-Defendants regarding the claims alleged in the Action and forego any benefits you could be entitled to as a Class Member under the Settlement. If you choose to do so, you must exclude yourself from the Settlement by timely submitting a written Request for Exclusion, more fully discussed below. If you submit a Request for Exclusion, you will not receive any benefits under the Settlement for the class claims. However, Class Members who worked for Cross-Defendants in California during the time period from November 9, 2019 through May 1, 2022 (the “PAGA Period”) may not opt out of the PAGA settlement, and will still receive their portion of the PAGA settlement.
OBJECT	To object to the Settlement, you may submit a letter to the Settlement Administrator explaining why you do not like the Settlement, or you may appear at the Final Approval Hearing and request to be heard at the hearing regarding your objection. This option is only available if you do not exclude yourself from the Settlement.

Who is affected by the Settlement?

Class Members: The settlement class includes all current and former non-exempt employees who worked for California Unified Service Providers, LLC or Behavioral Cusp, LLC in California at any time during the period from November 9, 2016 through May 1, 2022 (the “Class Period”). According to Cross-Defendants’ records, you are a member of the Class (“Class Member”).

PAGA Aggrieved Employees: Class Members who worked for Cross-Defendants in California during the period from November 9, 2019 through May 1, 2022 are also “PAGA Aggrieved Employees” under the Settlement, for purposes of the release of claims under the California Attorneys General Act of 2004 (“PAGA”).

What is this case about?

Jordan Bray (“Cross-Plaintiff”) is a former employee of Cross-Defendants California Unified Service Providers, LLC or Behavioral Cusp, LLC (hereinafter, “Cross-Defendants” or “CUSP”). On September 3, 2020, Cross-Defendants commenced the Action by filing a complaint against Cross-Plaintiff in the Los Angeles Superior Court. On November 9, 2020, Cross-Plaintiff filed a cross-complaint against CUSP, alleging wage and hour claims against Cross-Defendants, individually, and on behalf of other Class Members, based on Cross-Defendants’ alleged (1) failure to provide meal breaks, (2) failure to provide proper rest breaks, (3) failure to properly pay overtime wages, (4) failure to properly pay minimum wages, (5) failure to properly pay all wages upon termination, (6) failure to maintain required records, (7) failure to furnish accurate, itemized wage statements, (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties, (9) unfair and unlawful business practices, and (10) a representative claim for civil penalties under the California Private Attorneys General Act of 2004 (“PAGA”). In the Action, Cross-Plaintiff seeks unpaid wages, statutory penalties, civil penalties, restitution, interest, attorneys’ fees, and costs.

Cross-Plaintiff and CUSP have reached the proposed settlement after participating in a mediation with an experienced mediator. CUSP denies all liability and strongly maintains that they have multiple valid defenses to the claims alleged by Cross-Plaintiff in the Cross-Complaint, and that CUSP’s employees have been properly paid and treated in accordance with the law at all times. However, CUSP also recognizes the risks and costs associated with litigation. By agreeing to settle, CUSP is not admitting liability on any of the allegations or claims in the Action, or that the Action may proceed as a class or representative action.

The Court has not ruled on the merits of Cross-Plaintiff’s claims or CUSP’s defenses. This Settlement is a compromise reached after good faith, arm’s length negotiations between Cross-Plaintiff and CUSP (the “Parties”). Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Cross-Plaintiff also believes this Settlement is in the best interests of all Class Members.

What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The Class Representative(s) and all of the people whose claims are being pursued in the case are called the “Class” or “Class Members.” One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

Do I have a lawyer in this case?

On January 02, 2024, the Court granted preliminary approval of the Settlement. At that time, the Court also preliminarily approved the law firm of Matern Law Group, P.C. to serve as counsel for Cross-Plaintiff and the Class (“Class Counsel”). Class Counsel’s contact information is as follows:

MATERN LAW GROUP, PC
Matthew J. Matern
Julia Z. Wells
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

What are the Settlement terms?

Subject to approval by the Court, the Settlement provides that Cross-Defendants will pay a gross settlement amount of \$450,000.00 (the “Gross Settlement Amount”) in order to resolve the claims in the Action.

The Gross Settlement Amount includes an award of reasonable attorneys’ fees to Class Counsel (not to exceed 33 1/3% of the Gross Settlement Amount), reimbursement of Class Counsel’s litigation costs and expenses (in an amount not to exceed \$20,000), an incentive award to the Class Representative (not to exceed \$10,000), settlement administration costs (not to exceed \$15,000), and \$45,000 for penalties under the PAGA (of which 75%, or \$33,750, will be paid to the California Labor and Workforce Development Agency (“LWDA”)), and payments to Class Members under the Settlement.

The “Net Settlement Amount” means the Gross Settlement Amount, less the Court-approved amounts for attorneys’ fees and costs, a Class Representative Incentive Award, settlement administration costs, and the portion of the settlement fund allocated towards PAGA penalties (\$45,000).

Twenty-five percent of the total PAGA penalty amount (i.e., \$1,250, or 25% of \$5,000), will be distributed amongst the PAGA Aggrieved Employees on a *pro rata* basis, based on their respective number of pay periods worked from November 9, 2019 through May 1, 2022 (i.e., the PAGA Period) (“PAGA Settlement Payment”). PAGA Aggrieved Employees will receive a payment for their share of the PAGA Penalties (i.e., a PAGA Settlement Payment), and will be deemed to have released any claims arising out of PAGA, regardless of whether or not they submit a Request for Exclusion to be excluded from the settlement of class claims.

Each Class Member who does not opt out of the Settlement by submitting a timely and valid Request for Exclusion Form will be deemed a “Participating Class Member,” will be eligible to receive a share of the Net Settlement Amount (an “Individual Settlement Award”), and will be bound by the release of claims as set forth in this Notice.

Class Members who do not request to be excluded from the Settlement will be eligible to receive a payment from the Net Settlement Amount (“Individual Settlement Payment”). The Net Settlement Amount will be divided among Participating Class Members on a *pro rata* basis, based on each Participating Class Member’s respective number of workweeks worked for Defendants during the Class Period (“Eligible Workweeks”). The Individual Settlement Awards will be determined by dividing the Net Settlement Amount by the total number of Eligible Workweeks worked by all Participating Class Members, resulting in the Workweek Value (i.e., Net Settlement Amount ÷ Total Compensable Workweeks = Workweek Value). The Workweek Value will then be multiplied by each Participating Class Member’s respective number of Eligible Workweeks to yield the Participating Class Member’s Individual Settlement Award. **Your estimated Individual Settlement Award is listed below.**

Based on information provided by CUSP, your estimated Eligible Workweeks, Individual Settlement Payment, and/or estimated PAGA Settlement Payment are as follows:

According to CUSP’s records, you worked <<Workweeks>> Eligible Workweeks during the Class Period.

Based on your number of Eligible Workweeks, **your estimated Individual Settlement Payment is <<SettAmount>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

According to CUSP’s records, you worked <<PAGAPayPeriods>> Eligible Pay Periods during the PAGA Period.

Based on your number of Eligible Pay Periods, **your estimated PAGA Settlement Payment is <<PAGAAmount>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

If you dispute the amount of the Individual Settlement Payment/Eligible Workweeks or the number of Eligible Pay Periods as listed above, you may submit a written dispute to the Settlement Administrator, postmarked no later than May 14, 2024, at the following address: *Bray v. CUSP* c/o CPT Group, Inc. 50 Corporate Park, Irvine, California 92606. The written dispute must include: your full name, address, your dates of employment, the case name and number (*Bray v. CUSP*, Case No. BC658201); a statement of the reasons why you dispute your Eligible Workweeks, Individual Settlement Payment or

Eligible Pay Periods as listed above; and any supporting documentation that you have (e.g., paystubs) which supports your position. CUSP's records regarding the correct number of Eligible Workweeks and Eligible Pay Periods will be presumed correct, unless you provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted and make the final decision as to the number of Eligible Workweeks/Eligible Pay Periods that should be applied and the Individual Settlement Payment or PAGA Settlement Payment to which you may be entitled. **If you need to update your contact information, please promptly contact the Settlement Administrator at 1-888-529-0517.**

If you wish to participate in the settlement that is explained in this Notice, you do not have to do anything. If you want to opt out of, or request to be excluded from and not bound by, the settlement (other than the settlement of the PAGA claim), then you must timely complete and submit an Request for Exclusion to the Settlement Administrator, as further described herein.

For tax purposes, each Class Member's Individual Settlement Payment will be allocated as follows: one-third (1/3) as wages (the "wage portion"), and two-thirds (2/3) as non-wage income, penalties, and interest (the "non-wage portion"). The "wage portion" of each Individual Settlement Payment will be subject to payroll taxes and withholdings and will be reported on an IRS Form W-2 that the Settlement Administrator will issue. The "non-wage portion" of the Individual Settlement Payment will not be subject to payroll taxes or withholdings and will be reported on an IRS Form 1099.

With respect to PAGA Settlement Payments, one hundred percent (100%) of each PAGA Settlement Payment will be allocated as penalties, will not be subject to payroll taxes or withholdings, and will be reported on an IRS Form 1099.

If a Class Member fails to cash a check for his or her Individual Settlement Payment and/or PAGA Settlement Payment within 180 calendar days after the check is issued, the check(s) will be voided and the Settlement Administrator will pay the funds uncashed check(s) to the Controller of the State of California to be held per to the Unclaimed Property Law, California Civil Code § 1500 et seq. for the benefit of the Class Member to whom the funds belong, subject to approval by the Court.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

What claims are being released by the proposed Settlement?

Participating Class Members' Released Claims: By operation of the entry of the Final Approval Order and Judgment, and upon the date that Defendant has fully funded the Gross Settlement Amount, each Participating Class Member who does not opt out of the Settlement by submitting a timely and valid Request for Exclusion shall fully release the Released Parties from all claims alleged or arising out of the allegations in the operative cross-complaint for members of the Class that were or could have been recovered during the Class Period (November 9, 2016 through May 1, 2022). The released claims include unpaid overtime, meal period violations, rest break violations, failure to reimburse, unpaid wages, off the clock work, wage statement violations, failure to reimburse necessary expenses, failure to keep required records, waiting time penalties and failure to pay all wages due upon termination, and all other provisions of the labor code alleged in the operative cross-complaint or arising out of the factual allegations in the operative cross-complaint ("Released Claims"). "Released Parties" means Cross-Defendants California Unified Service Providers, LLC, and Behavioral Cusp, LLC, Eric W. Maier, and all officers, directors, representatives, owners, partners, subsidiaries, parent companies, joint venturers, clients, joint employers, predecessors managers, servants, successors-in-interest, assigns, current and former employees of Cross-Defendants, including but not limited to agents, insurers, attorneys and all persons or entities acting in concert with or affiliated with any of them.

PAGA Aggrieved Employees' "Released PAGA Claims": In addition to the claims set forth above, and upon the date that Defendant has fully funded the Gross Settlement Amount, PAGA Aggrieved Employees will also release the Released Parties from any and all claims for civil penalties arising under the California Private Attorneys General Act of 2004 ("PAGA") for civil penalties that were or could have been recovered during the PAGA Period (i.e., November 9, 2019 through May 1, 2022) as alleged in the operative cross-complaint. The released claims include PAGA penalties for unpaid overtime, meal period violations, rest break violations, failure to reimburse, unpaid wages, off the clock work, wage statement violations, failure to reimburse necessary expenses, failure to keep required records, waiting time penalties and failure to pay all wages due upon termination, California Labor Code section 2698 et seq., Labor Code sections 200-204, 210, 212, 218.5, 218.6, 221, 223, 225.5, 226, 226(a), 226.2, 226.3, 226.7, 246 510, 512, 558, 558.1, 1102.5, 1174, 1174.5,

1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2810.5. For the avoidance of any possible doubt or confusion, the Parties agree and acknowledge that, pursuant to and as a result of the Settlement, all PAGA Aggrieved Employees will be releasing the Released PAGA Claims, regardless of whether or not he or she submits a Request for Exclusion from the settlement.

What are my options in this matter?

You have two options under this Settlement. You may: (A) participate in the Settlement and receive a payment; or (B) exclude yourself from (i.e., “opt out” of) the Settlement (other than the settlement of the PAGA claim). If you choose option (A), you may also object to the Settlement, as explained below.

If you choose option (A), you will be represented at no cost by Class Counsel, and you will be subject to any Judgment entered in the Action, including the release of claims, as described below.

OPTION A. Remain in the Settlement. If you wish to remain in the Settlement and be eligible to receive a payment under the Settlement, you do not need to take any action. If you remain in the Settlement, you will release the Released Claims as described above.

OPTION B. If you do not want to be bound by the Settlement. If you do not want to be part of the Settlement, you must submit a written Request for Exclusion from the Settlement by mail to the Settlement Administrator at the following address, postmarked no later than May 14, 2024: *Bray v. CUSP* c/o CPT Group, Inc. 50 Corporate Park, Irvine, California 92606. To prepare a “Request for Exclusion,” you may either complete the Exclusion Form enclosed with this Class Notice, or a separate written request which contains all of the following information: (1) your full name; (2) a statement confirming that you do not wish to participate in the settlement of this Action; (3) your signature (or the signature of your legal representative); (4) your address; (5) your phone number; and (6) the last four digits of the Class Member’s Social Security number for verification purposes. If you do not timely submit a timely and complete Request for Exclusion, your request to be excluded will be rejected, you will remain in the Settlement, and you will be bound by the release of the claims as described above and all other Settlement terms. If you timely complete and submit an Request for Exclusion, you will not be entitled to any benefits resulting from the settlement of class claims, and you will not be permitted to assert an objection to the Settlement. However, Class Members who are also Eligible PAGA Employees shall not be eligible to opt out of the settlement for the PAGA claims, will be bound to the release of the Released PAGA Claims, and will receive a PAGA Settlement Payment.

Objecting to the Settlement: If you believe the Settlement is not fair, reasonable or adequate in any way, you may object to the Settlement. To object, you may mail a written statement of objection (“Notice of Objection”) to the Settlement Administrator, or you may appear at the Final Approval Hearing and request to be heard regarding your objection (more information about the Final Approval Hearing is included on page 5 of this Notice, below). If you choose to submit a written Notice of Objection, the Notice of Objection must (1) contain your full name, address, dates of employment, and the last four digits of your Social Security number; (2) contain the case name and number (*Bray v. CUSP*, Case No. 20STLC07510); (3) be signed by you or your legal representative; (4) clearly and concisely state each specific objection and any legal and factual support for the objection; and (5) include any evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider. Objections must be mailed to the Settlement Administrator at the following address, postmarked no later than May 14, 2024: *Bray v. CUSP* c/o CPT Group, Inc. 50 Corporate Park, Irvine, California 92606. You may also hire an attorney at your own expense to represent you in your objection. **You cannot object to the Settlement if you request exclusion from the Settlement.**

Even if you submit an objection, you will be bound by Settlement, including the release of claims as set forth above, unless the Settlement is not finally approved by the Court.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, the service payment to the Class Representative, the settlement administration costs, and the PAGA penalties on July 03, 2024, at 10:00 a.m. in Department 14 of the Los Angeles Superior Court - Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing, but you may do so at your own expense.

Due to the COVID-19 pandemic, the Spring Street Courthouse has implemented social distancing procedures for attendance at hearings. The most current information regarding such procedures is available on the Court's website (<https://www.lacourt.org/>). Currently, these procedures include the following:

- Under Presiding Judge Eric C. Taylor's General Order 2021-GEN--23-00, issued on June 28, 2021, face masks and/or facial coverings are required and mandatory at all times - regardless of vaccination status- for all persons to enter any courthouse or courtroom and must be worn covering the nose and mouth while in public areas of the house, including courtrooms. Children under the age of two are exempt from this policy. Persons who seek an exemption from the face mask requirement due to a medical condition must contact the ADA liaison prior to their appearance to request a reasonable accommodation. A list of ADA liaisons is available at www.lacourt.org/ada/adahome.aspx.

If you wish to appear at the Final Approval hearing and need additional information, you may contact the Spring Street Courthouse's call center at the following Telephone Number: (213) 310-700. The call center is available from 8:30 a.m. – 4:30 p.m. Monday through Friday, except Court holidays. All services – telephonic and in person – will be provided in non-English speaking language. The Court encourages persons seeking services from the Clerk's Office, court support services, and/or the Self-Help Centers to schedule an appointment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are contained in the detailed Settlement Agreement that is on file with the Court. The pleadings and other records in this litigation, including a complete copy of the Settlement Agreement, may be examined during regular court hours at the Records Department of the Clerk of the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012. More information and Court documents are also available on the case website, at www.cptgroupcaseinfo.com/CUSPSettlement. Any questions regarding this Notice should be directed to Class Counsel, whose contact information is listed on page 2 of this Notice. For more information, you may also call the Settlement Administrator toll-free at 1-888-529-0517.

What should I do if my address changes?

If you need to update your contact information, please promptly contact the Settlement Administrator toll-free at 1-888-529-0517. This will ensure that you receive further notices about the Settlement and that you receive your Individual Settlement Payment if the Settlement is approved by the Court.

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE
BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**