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FILED
Superior Court of California
County of Los Angeles
12/28/2023

David W. Slayton, Executive Officer / Clerk of Court
By: _____ A. He _____ Deputy

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9 *Attorneys for Plaintiff and the Putative Class*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

13 CARRIE PRODROMIDES, an individual,

14 Plaintiffs,

15 v.

16 SHORELINE TREATMENT CENTER, INC., a
California Corporation; RACHEL LEVI, an
17 individual, and DOES 1 through 50, inclusive.,

18 Defendants.

CLASS ACTION

Case No: 20STCV47287

Hon. Stuart Rice

Dept. 1

**STIPULATION AND [~~PROPOSED~~] ORDER
APPROVING PROPOSED ADDENDUM TO
THE CLASS ACTION AND PAGA
SETTLEMENT AND AMENDING THE
PRELIMINARY APPROVAL ORDER OF
NOVEMBER 14, 2023**

Complaint Filed: December 10, 2020

Initial Trial Date: None Set

23 COME NOW, Plaintiff CARRIE PRODROMIDES (“Plaintiff”) and Defendants
24 SHORELINE TREATMENT CENTER, LLC f/k/a SHORELINE TREATMENT CENTER, INC.,
25 RACHEL LEVI, ODYSSEY BEHAVIORAL HEALTHCARE, LLC, and 108 ROYCROFT, LLC
26 (collectively, “Defendants”) (Plaintiff and Defendants are collectively referred to as the “Parties”) by
27 and through their respective attorneys of record, hereby stipulate as follows:

Electronically Received 12/22/2023 01:50 PM

1 WHEREAS, on November 14, 2023, the Court issued an order preliminarily approving an
2 Amended Class Action and PAGA Settlement and Release Agreement (“Amended Class Action and
3 PAGA Settlement”) in the above-entitled Action;

4 WHEREAS, the Amended Class Action and PAGA Settlement defines the “Aggregate
5 Release Benefit Amount” as \$173,661;

6 WHEREAS, the Amended Class Action and PAGA Settlement defines the “Gross Settlement
7 Amount” as \$673,661;

8 WHEREAS, based on the “Aggregate Release Benefit Amount” of \$173,661, a cap on the
9 monetary recovery for the “Release Benefit Subclass” is set at \$235;

10 WHEREAS, prior to the date the class notice was set to issue, Counsel for the Parties
11 discovered that the Aggregate Release Benefit Amount is \$178,484.77, not \$173,661, which is a
12 difference of \$4,823.77;

13 WHEREAS, because of this discrepancy, the Parties agreed to amend the Aggregate Release
14 Benefit Amount and the Gross Settlement Amount, and to adjust the cap set for the Release Benefit
15 Subclass, by addendum, a copy of which is attached hereto and labeled as “Exhibit 1,” subject to
16 Court approval (“Addendum);

17 WHEREAS, the proposed Addendum defines the “Aggregate Release Benefit Amount” as
18 \$178,484.77 (as opposed to \$173,661);

19 WHEREAS, the proposed Addendum defines the “Gross Settlement Amount” as \$678,484.77
20 (as opposed to \$673,661), which consists of the “Settlement Fund” of \$500,000 and the Aggregate
21 Release benefit Amount of \$178,484.77;

22 WHEREAS, the proposed Addendum sets the cap on the monetary recovery for the Release
23 Benefit Subclass at \$100, which would result in an average recovery for the “Non-Release Subclass”
24 of \$2,100.71, and \$2,099.33 for the Release Benefit Subclass, assuming no opt outs;

25 WHEREAS, the proposed Addendum attaches a revised class notice (“Revised Class Notice”)
26 labeled as “Exhibit B,”

27 WHEREAS, Section 5.D.i. of the Revised Class Notice sets the cap for the Release Benefit
28 Subclass at \$100;

1 WHEREAS, Section 5.G of the Revised Class Notice defines the Aggregate Release Benefit
2 Amount as \$178,484.77, and that Class Counsel will request a “Direct Fee Payment” of \$59,494.32
3 (i.e., 33.333% of the aggregate Release Benefit Amount), as opposed to \$60,781.35.

4 WHEREAS, the foregoing amendments shall not alter or affect the “Net Settlement Amount”
5 to be distributed to the Participating Class Members or the Aggrieved Employees from the Settlement
6 Fund.

7 NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED between the Parties, by
8 and through their duly authorized attorneys of record, as follows:

- 9 1. That the Court approve the proposed Addendum to the Amended Class Action and
10 PAGA Settlement;
- 11 2. That the form of the Revised Class Notice attached to the proposed Addendum as
12 “Exhibit B” be approved by the Court
- 13 3. That the Court modify the preliminary approval order of November 14, 2023, to
14 incorporate the proposed Addendum in full therein; and

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1 4. That the proposed Addendum be construed in harmony with the Amended Class
2 Action and PAGA Settlement previously approved by the Court on November 14,
3 2023, and that all other terms not amended by the proposed Addendum remain in full
4 force and effect.

5
6 DATED: December 22, 2023

**BROWN WHITE & OSBORN LLP
LAW OFFICES OF RICHARD KIM, PC**

7
8 By: 
9 ROLANDO J. GUTIERREZ
10 NICHOLAS L. RAMIREZ
11 RICHARD KIM

Attorneys for Plaintiff and the Putative Class

12
13 DATED: December 22, 2023

**GREENBERG GLUSKER FIELDS
CLAMAN & MACTINGER, LLP**

14
15 By: 
16 KARINA B. STERMAN
17 JAMES W. HILL

Attorneys for Defendants
18 SHORELINE TREATMENT CENTER, LLC, f/k/a
19 SHORELINE TREATMENT CENTER, INC.;
20 RACHEL LEVI; ODYSSEY BEHAVIORAL
21 HEALTHCARE, LLC; 108 ROYCROFT, LLC

1 **~~PROPOSED~~ ORDER**

2 After considering the foregoing Joint Stipulation, the Court finds good cause and enters the
3 following Orders:

- 4 1. The Addendum to the Amended Class Action and PAGA Settlement, a copy of which
- 5 is attached hereto as “Exhibit 1,” is approved;
- 6 2. The form of the Revised Class Notice attached to the Addendum as “Exhibit B” is
- 7 approved;
- 8 3. The preliminary approval order of November 14, 2023, is amended to incorporate
- 9 Addendum in full therein; and
- 10 4. The Addendum shall be construed in harmony with the Amended Class Action and
- 11 PAGA Settlement previously approved by the Court on November 14, 2023, and all
- 12 other terms not amended by the Addendum shall remain in full force and effect.

13
14 **IT IS SO ORDERED.**



15 *Stuart M. Rice*

16 Dated: 12/28/2023

17 Stuart M. Rice / Judge
18 HONORABLE STUART M. RICE

EXHIBIT 1

ADDENDUM TO AMENDED CLASS ACTION AND PAGA SETTLEMENT AND RELEASE AGREEMENT

This Addendum to the Amended Class Action and PAGA Settlement and Release Agreement (“Addendum”) is entered into by and between Plaintiff Carrie Prodromides, on behalf of herself and the Settlement Class, and Defendant Shoreline Treatment Center, LLC, a California limited liability company formerly known as Shoreline Treatment Center, Inc., a California corporation; Defendant Rachel Levi; Defendant Odyssey Behavioral Healthcare, LLC, a Delaware limited liability company; and Defendant 108 Roycroft, LLC, a California limited liability company, as follows:

WHEREAS, on November 14, 2023, the Los Angeles Superior Court, County of Los Angeles, issued an order preliminarily approving an Amended Class Action and PAGA Settlement and Release Agreement (Amended Class Action and PAGA Settlement) submitted by the Parties in the civil action styled *Carrie Prodromides v. Shoreline Treatment Center, Inc., et. al.*, Case No. 20STCV47287;

WHEREAS, the Amended Class Action and PAGA Settlement defines the “Aggregate Release Benefit Amount” as \$173,661;

WHEREAS, the Amended Class Action and PAGA Settlement defines the “Gross Settlement Amount” as \$673,661;

WHEREAS, based on the “Aggregate Release Benefit Amount” of \$173,661, a cap on the monetary recovery for the “Release Benefit Subclass” is set at \$235;

WHEREAS, prior to the date the class notice was set to issue, Counsel for the Parties discovered that the Aggregate Release Benefit Amount is \$178,484.77, not \$173,661, which is a difference of \$4,823.77;

WHEREAS, because of this discrepancy, the Parties enter into this Addendum to amend the Aggregate Release Benefit Amount and the Gross Settlement Amount, and to adjust the cap set for the Release Benefit Subclass.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree to amend the following paragraphs in the Amended Class Action and PAGA Settlement, which shall be incorporated therein in full, subject to Court approval:

2.5. “Aggregate Release Benefit Amount” means the \$178,484.77 paid to members of the Release Benefit Subclass by Defendants in exchange for signing Release Benefit Agreements and Revised Release Benefit Agreements.

2.13. “Class Notice” or “Notice of Settlement” means and refers to the document attached to this Addendum as “EXHIBIT B”.

2.27. “Gross Settlement Amount” means \$678,484.77, which consists of Aggregate Release Benefit Amount plus the Settlement Fund.

2.58. “Settlement Fund” means the amount of \$500,000.00 Defendants agree to pay, which aggregated with the of \$178,484.77 already paid to the members of the Release Benefit Subclass shall constitute the Gross Settlement Amount (as defined in paragraph 2.27), except as provided in paragraph 5.7 of the Amended Class Action and PAGA Settlement. The Settlement Fund shall be used to pay (a) the Settlement Class, including all applicable employee tax withholdings excluding all employer-paid payroll taxes including employer FICA, FUTA, and SDI contributions; (b) the Individual PAGA Payments; (c) the LWDA PAGA Payment; (d) the Settlement Fund Fee Payment; (e) the Class Counsel Expenses Payment; (f) Named Plaintiff Service Payment; and (g) the Administrator’s Expenses, as allocated pursuant the terms and conditions set forth in this Settlement Agreement.

5.1. Gross Settlement Amount. Except as otherwise provided in paragraphs 5.6 and 5.7 of the Amended Class Action and PAGA Settlement, and subject to Court approval, in consideration for the releases provided in section 9 of the Amended Class Action and PAGA Settlement, Defendants agree to pay the Settlement Fund of \$500,000, which aggregated with the Aggregate Release Benefit Amount of \$178,484.77 Defendants already paid to the members of the Release Benefit Subclass shall constitute the Gross Settlement Amount of \$678,484.77.

5.4. Net Settlement Amount Payments to Each Participating Class Member. The Net Settlement Amount represents the balance of the Settlement Fund, as defined in paragraph 2.58 of the Amended Class Action and PAGA Settlement, which shall be paid to Participating Class Members within thirty (30) days of the Administrator’s receipt of the Settlement Fund. Each Individual Class Payment shall be calculated by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class during the Class Period and multiplying the result by each Participating Class Member’s Workweeks. For each Participating Class Member who is a member of the Release Benefit Subclass, his or her Individual Class Payment shall be offset by the amount he or she received from the Aggregate Release Benefit Amount (i.e., each Release Benefit Subclass member’s Individual Class Payment will be reduced by the amount each member of the Release Benefit Subclass has already been paid from the Aggregate Release Benefit Amount) and any outstanding amount due shall be capped at \$100, with the remainder reverting to the Net Settlement Amount for distribution the Participating Class Members within the Non-Release Benefit Subclass to be distributed on a pro rata basis.

8.2. Direct Fee Payment By The Defendants. In addition to the Settlement Fund Fee Payment, and in recognition that the payments made in exchange for the execution of the Release Benefit Agreements and Revised Release Benefit Agreements signed by Settlement Class Members were inspired by this Action, Class Counsel will seek Court Approval of a Direct Fee Payment of \$59,494.32 (i.e., 33.333% of the Aggregate Release Benefit Amount), to be paid by Defendants no later than fifteen (15) days after Final Approval.

8.2.1. The Parties understand and acknowledge that the purpose of the Direct Fee Payment is to help prevent the Non-Release Benefit Subclass from having to bear the entire cost of attorneys' fees, thereby minimizing the amount of fee deduction from the Settlement Fund by \$59,494.32. Defendants agree not to oppose this application for the Direct Fee Payment.

CARRIE PRODROMIDES

DATED: Dec 22, 2023

By: 
Carrie Prodromides (Dec 22, 2023 13:14 PST)

RACHEL LEVI

DATED: 12/22/2023 | 8:52 AM PST

By: 
3326D5B392D34E3...

108 ROYCROFT, LLC

DATED: 12/22/2023 | 8:52 AM PST

By: 
3326D5B392D34E3...
Name: Rachel Levi
Title: CEO

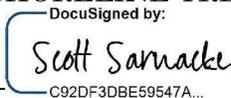
ODYSSEY BEHAVIORAL HEALTHCARE, LLC

DATED: 12/22/2023 | 11:48 AM PST

By: 
C92DF3DBE59547A...
Name: Scott Sarnacke
Title: CFO

SHORELINE TREATMENT CENTER, LLC,
FKA SHORELINE TREATMENT CENTER, INC.

DATED: 12/22/2023 | 11:48 AM PST

By: 
C92DF3DBE59547A...
Name: Scott Sarnacke
Title: Treasurer

APPROVED AS TO FORM:

DATED: 12/22/2023

BROWN WHITE & OSBORN, LLP
LAW OFFICES OF RICHARD KIM, PC

By: 
ROLANDO J. GUTIERREZ
NICHOLAS L. RAMIREZ
RICHARD KIM
Attorneys for Carrie Prodromides

DATED: 12.22.23

GREENBERG GLUSKER FIELDS
CLAMAN & MACHTINGER, LLP

By: 
KARINA B. STERMAN
JAMES W. HILL
Attorneys for Defendants

EXHIBIT B

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Carrie Prodromides v. Shoreline Treatment Center, Inc., et. al.
Los Angeles County Superior Court Case No. 20STCV47287

**The Superior Court For The State Of California Has Authorized This Notice.
Read It Carefully! You Are Not Being Sued. This Notice Is Not Junk Mail, Spam, An Advertisement, Or
Solicitation By A Lawyer.**

You are entitled to receive money from settlement arising from an employee class action lawsuit (the “Action”) against Defendants Shoreline Treatment Center, LLC; Rachel Levi; and Odyssey Behavioral Healthcare, LLC (collectively, “Defendants”) for alleged wage and hour violations. The Action was filed by a former employee of one or more of the Defendants, Plaintiff Carrie Prodromides (“Plaintiff”), and seeks payment of (1) back wages for non-exempt hourly employees (“Class Members”) who worked for Defendants at any Shoreline Treatment Center facility in California during the “Class Period” of December 10, 2016 to March 10, 2023; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who worked for Defendants at any Shoreline Treatment Center facility in California during the PAGA Period from May 29, 2019 to March 10, 2023 (“Aggrieved Employees”).

The proposed settlement has two main parts: (1) a “Class Settlement” requiring Defendants to fund “Individual Class Payments,” and (2) a “PAGA Settlement” requiring Defendants to fund “Individual PAGA Payments” and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). The Class Settlement and the PAGA Settlement are jointly referred to herein as the “Settlement.”

Your Individual Class Payment is estimated to be \$ [REDACTED] (less withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive will likely be different and will depend on a number of factors, which is explained in more detail in **Section 5(E)** of this Notice. The above estimates are based on Defendants’ records that show you worked [REDACTED] **workweeks** during the Class Period and [REDACTED] **pay periods** during the PAGA Period. If you did not work during the PAGA Period, you will not receive an Individual PAGA Payment.

While the Court has preliminarily approved the Proposed Settlement, it has not yet decided whether to grant final approval of the settlement. **A final approval hearing (“Final Approval Hearing”) regarding the Proposed Settlement of this class action will be held on April 3, 2024 10:30 a.m. at the Los Angeles County Superior Court of the State of California, Department 1 located at 312 North Spring Street, Los Angeles, CA 90012.** The hearing will be held to determine whether the Proposed Settlement is fair, reasonable, and adequate.

Read this Notice carefully. Your legal rights are affected whether you act or not. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants in the exchange for the settlement.

If you worked for any of the Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the Settlement to be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a “Participating Class Member,” though, you will give up your right to assert wage claims arising during the Class Period and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the class settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you

opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue wage claims arising during the Class Period against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you do nothing, you will be a “Participating Class Member,” eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims). See Section 5(F) of this Notice.
YOU CAN OPT OUT OF THE CLASS ACTION SETTLEMENT BUT NOT THE PAGA SETTLEMENT THE OPT-OUT DEADLINE IS _____	If you do not want to fully participate in the Settlement and wish to fully retain your rights to pursue the non-PAGA Labor Code claims at issue in the Action, you can opt-out of the Class Settlement by sending the Administrator (defined in Section 5(B) , below) a written Request for Exclusion (defined in Section 6(D) , below). Once excluded, you will be a “Non-Participating Class Member” who is no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the Settlement. If you opt-out of the Class Settlement, your share of the non-PAGA Settlement proceeds may be divided up amongst the Participating Class Members. See Section 6(D) of this Notice. If you are an Aggrieved Employee, you legally cannot opt-out of the PAGA Settlement. Defendants must pay the Individual PAGA Payments to all Aggrieved Employees and all Aggrieved Employees must give up their rights to pursue PAGA claims during the Class Period.
PARTICIPATING CLASS MEMBERS CAN OBJECT TO THE CLASS SETTLEMENT BUT NOT THE PAGA SETTLEMENT WRITTEN OBJECTIONS MUST BE SUBMITTED BY _____	Any Participating Class Members may object to the any aspect of the Class Settlement. The Court’s decision whether to grant final approval of the Settlement will include a determination of how much will be paid to Plaintiff and to Class Counsel who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Plaintiff or Class Counsel, but every dollar paid to them reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Plaintiff and/or Class Counsel if you think they are unreasonable. See Section 6(C) of this Notice.
YOU CAN PARTICIPATE IN THE FINAL APPROVAL HEARING, SCHEDULED FOR <u>April 3, 2024, at 10:30 a.m.</u>	The Court’s Final Approval Hearing is scheduled to take place on April 3, 2024, at 10:30 a.m. . You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the settlement at the Final Approval Hearing. See Section 6(C) of this Notice.

<p>YOU CAN CHALLENGE THE CALCULATION OF YOUR WORKWEEKS/PAY PERIODS</p> <p>WRITTEN CHALLENGES MUST BE SUBMITTED BY</p> <p style="background-color: yellow; height: 15px; width: 100%;"></p>	<p>The amounts of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many pay periods you worked during the PAGA Period, respectively.</p> <p>The number of workweeks in the Class Period and the number of pay periods in the PAGA Period you worked according to Defendants’ records is stated on the first page and Section 5(E) of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 6(B) of this Notice. Any dispute as to the number of workweeks and/or pay periods must be in writing. The Administrator will investigate and determine if the dispute appears to be valid. Defendants’ records will be presumed accurate so you must include proof substantiating your dispute.</p>
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1. WHAT IS THE PURPOSE OF THIS NOTICE?

Plaintiff and Defendants have reached a settlement of a class action involving non-exempt employees who worked for Defendants at any Shoreline Treatment Center facility in California at any time between December 10, 2016 to March 10, 2023. Defendants’ records indicate that you are a Class Member covered by this settlement. Judge Stuart M. Rice of the Los Angeles County Superior Court of the State of California is overseeing the class action. The lawsuit is known as *Carrie Prodromides v. Shoreline Treatment Center, Inc., et al.*, Los Angeles County Case Number 20STCV47287 (defined above as the “Action”).

2. WHAT IS THE ACTION ABOUT?

The Action alleges that Defendants violated California labor laws (and related Industrial Wage Order) by failing to pay overtime and double time compensation, wages due upon termination and failing to provide meal periods, rest periods, and accurate itemized wage statements. Based on these same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*) and unfair competition and unlawful business practices (California Business and Professional Code §§ 17200, *et seq.*) Plaintiff is represented by Rolando J. Gutierrez, Esq. and Nicholas L. Ramirez, Esq. of BROWN WHITE & OSBORN LLP and Richard Kim, Esq. of LAW OFFICES OF RICHARD KIM, PC.

You can read Plaintiff’s allegations as stated in the Operative Complaint, which is available at [\[Administrator’s website\]](#).

3. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not decided whether Plaintiff or Defendants are correct. Plaintiff and Defendants reached a settlement by mediating this Action with an experienced neutral mediator by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. By signing a lengthy written settlement agreement (the “Settlement Agreement”) and agreeing to jointly ask the Court to enter judgment ending the Action and enforcing the terms of the Settlement Agreement, Plaintiff and Defendants have negotiated a proposed settlement that is subject to the Court’s final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merits of any of Plaintiff’s claims. Plaintiff and Class Counsel strongly believe that the settlement is a good deal for you because they believe that: (a) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strengths of the claims and the risks and uncertainties of continued litigation; and (b) settlement is in the best interests of the Class Members and the Aggrieved Employees. The Court preliminarily approved the proposed settlement as fair, reasonable, and adequate, authorized this Notice, and has scheduled a hearing to determine final approval.

4. HOW DO I KNOW IF I AM A PART OF THE SETTLEMENT?

Anyone who fits into the following description of the “Settlement Class” and one of the following “Subclasses” is a part of the settlement.

The “Settlement Class” means:

All current and former non-exempt employees who work or worked for Defendants Shoreline Treatment Center, Inc., Shoreline Treatment Center, LLC, or Odyssey Behavioral Healthcare, LLC at any Shoreline Treatment Center facility in California during at any time during the time-period of December 10, 2016 through March 10, 2023, and includes the “Non-Release Benefit Subclass” and the “Release Benefit Subclass.”

The “Non-Release Benefit Subclass” means:

All non-exempt employees who worked for any of the Defendants during the Class Period but did not sign a Release Benefit Agreement or a Revised Release Benefit Agreement releasing Defendants from the claims raised in the Action and did not receive compensation for releasing Defendants from the claims raised in the Action.

The “Release Benefit Subclass” means:

All non-exempt employees who worked for any of the Defendants during the Class Period and who signed a Release Benefit Agreement or a Revised Release Benefit Agreement releasing Defendants from the claims raised in the Action or received payments for releasing Defendants from the claims raised in the Action.

It has been determined from Defendants’ business records that you are a member of the Class and one of the Subclasses.

5. TERMS OF THE SETTLEMENT

A. WHO IS PAYING WHAT FOR THE SETTLEMENT?

Defendants agreed to pay \$500,000 (the “Settlement Fund”) to settle all the claims of Plaintiff, Class Members, and Aggrieved Employees. The Settlement Fund will be deposited into an account controlled by the Administrator. The Administrator will use the Settlement Fund to pay: (1) Individual Class Payments, (2) Individual PAGA Payments, (3) payment to Plaintiff for initiating the Action and providing services in support of the Action (the “Class Representative Service Payment”), (4) Class Counsel’s fees and litigation expenses, the expenses incurred by the Administrator to effectuate the settlement, and (5) penalties paid to the California Labor and Workforce Development Agency (“LWDA”).

B. THE ADMINISTRATOR

The Court has appointed the neutral company, [REDACTED] (the “Administrator”) to administer the settlement, including sending this Notice, calculating and making payments, and processing any Class Member’s Request for Exclusion. The Administrator will also decide Class Member challenges over workweeks and/or pay periods, mail and re-mail settlement checks and tax forms, and perform any other tasks necessary to administer the settlement.

C. WHAT WILL THE SETTLEMENT FUND PAY?

At the Final Approval Hearing, Plaintiff and/or Class Counsel will request the Court to approve the following deductions from the Settlement Fund (\$500,000), the amounts for which will be decided by the Court at the Final Approval Hearing:

- i. Up to \$25,000.00 for PAGA penalties, of which seventy-five percent (75%) (i.e., \$18,750) shall be remitted to the LWDA as the LWDA PAGA payment and the remaining twenty-five percent (25%) (i.e., \$6,250) shall be distributed to Aggrieved Employees based on their PAGA Period pay periods.
- ii. Up to \$7,500 to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Service Payment is awarded to Plaintiff in addition to any Individual Class Payment and Individual PAGA Payment awarded to Plaintiff.
- iii. Up to \$166,665.00 (which represents thirty-five percent (33.333%) of the Settlement Fund) to Class Counsel for attorneys’ fees and up to \$45,000 for Class Counsel’s litigation expenses. To

date, Class Counsel have worked and incurred expenses in and for the Action without payment.

- iv. Up to \$13,000 from the Settlement Fund to the Administrator for services to administer the settlement.

After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Settlement Fund (the "Net Settlement Amount") to Class Members. Any Participating Class Member has the right to object to any portion of these deductions. The Court will consider all objections.

D. HOW WILL THE NET SETTLEMENT AMOUNT BE DISTRIBUTED AMONG CLASS MEMBERS?

The Net Settlement Amount of up to \$242,835 will be distributed as follows:

i. Individual Class Payments.

The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member. Participating Class Members within the Release Benefit Subclass will have their Individual Class Payment offset by the Release Benefit already received with any outstanding amount capped at \$100, and the remainder reverting to the Participating Class Members within the Non-Release Benefit Subclass to be distributed on a pro rata basis.

ii. The Individual PAGA Payments.

The Administrator will also calculate the Individual PAGA Payments by (a) dividing \$6,250.00 by the total number of PAGA pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

iii. Taxes Treatment Of Payments To The Class Members.

Plaintiff and Defendants are requesting the Court to approve an allocation of one-third (1/3) of each Individual Class Payment toward taxable wages (the "Wage Portion") and the remaining two-thirds (2/3) of towards penalties and interest (the "Non-Wage Portion"). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. You must pay your own portion of payroll and income taxes on the Wage Portion, and such amounts shall be withheld from your Individual Class Payment. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to this allocation, neither side is giving you any advice on whether your Individual Class Payment and/or Individual PAGA Payment are taxable and how much you might owe in taxes. You should consult with a tax advisor concerning the tax consequences of the payment you received under the settlement.

E. WHAT WILL MY APPROXIMATE RECOVERY BE?

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [redacted] (less withholding) and your Individual PAGA Payment is estimated to be \$ [redacted]**. These are approximate amounts. The actual amounts you may receive will likely be different and will depend on a number of factors, including (i) the number of Settlement Class Members who ultimately participate in the settlement; (ii) the ultimate costs of providing notice and administrating the settlement; and (iii) the amount that the Court ultimately awards with respect to the Class Representative Service Payment, Class Counsel's fees and litigation expenses. If no amount is stated for your Individual PAGA Payment, then according to Defendants' records, you are not eligible for an Individual PAGA Payment under the settlement because you did not work during the PAGA Period.

The above estimates are based on Defendants' records that show **you worked [redacted] workweeks during the Class Period and you worked [redacted] pay periods during the PAGA Period.** <<In addition, you already received \$ [redacted] for signing either a Release Benefit Agreement or a Revised Release Benefit Agreement, which offsets from your Individual Class Payment amount.>>

If you believe that you worked more workweeks during either the Class Period or the PAGA Period, you

can submit a challenge by the deadline date indicated in Section 6(B) of this Notice. <<You cannot challenge the amount you previously received for signing a Release Benefit Agreement or a Revised Release Benefit Agreement.>>

F. WHAT CLAIMS WOULD I BE RELEASING IF I DO NOT OPT-OUT OF THE SETTLEMENT?

Upon final approval of the Settlement and when Defendants have fully funded the Settlement Fund and separately pay the employer share of payroll taxes, each Class Member who has not opted out of the settlement (i.e., each Participating Class Member) will be legally barred from asserting any of the claims released under the settlement. This means that unless you have opted-out by submitting a valid and timely Request for Exclusion, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the facts during the Class Period or PAGA penalties based on the facts during the PAGA Period, as alleged in the Operative Complaint. The Participating Class Members and the Aggrieved Employees shall be bound by the following two releases:

i. The Participating Class Members' Release.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, release Defendants and all of their former and/or present parents, subsidiaries, and affiliates and each of their respective officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, predecessors, assigns, or legal representatives, from all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

In addition, Participating Class Members within the Release Benefit Subclass shall be bound by the foregoing release, and the releases stated in Release Benefit Agreement, or the Revised Release Benefit Agreement, shall be invalidated and deemed voided upon the Court's entry of final approval of this Settlement. Participating Class Members within the Release Benefit Subclass shall not be required to pay back any money they received for signing a Release Benefit Agreement or a Revised Release Benefit Agreement.

ii. The Aggrieved Employees' Release.

Aggrieved Employees shall also be bound by the release of any claims for civil penalties under section 2699, *et seq.* of the California Labor Code that were or could have been alleged in the Operative Complaint, even if they formally opted out of the Class and are no longer bound by the other provisions of the above release that are not claims for civil penalties under section 2699, *et seq.* This means that all Aggrieved Employees (including Non-Participating Class Members) cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the facts during the PAGA Period alleged in the Operative Complaint. The Aggrieved Employees release provides as follows:

All Participating Class Members and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Defendants and all of their former and/or present parents, subsidiaries, and affiliates and each of their respective officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, predecessors, assigns, or legal representatives, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on facts during the PAGA Period stated in the Operative Complaint and the PAGA notice sent to the LWDA on May 29, 2020.

G. DEFENDANTS' DIRECT FEE PAYMENT TO CLASS COUNSEL.

Defendants will also directly pay Class Counsel for reimbursement of reasonable attorneys' fees in recognition that the payments made in exchange for the execution of the Release Benefit Agreements and Revised Release Benefit Agreements by the Release Benefits Subclass, which is an aggregate amount of \$178,484.77, were inspired by this

Action. In addition to the payment of attorneys' fees from the Settlement Fund (see **Section 5(C)(iii)**, above), Class Counsel will seek Court approval of a "Direct Fee Payment" of \$59,494.32 (i.e., 33.333% of \$178,484.77), which shall be paid by Defendants. This Direct Fee Payment is to help prevent Participating Class Members within the Non-Release Benefit Subclass from having to bear the entire cost of attorneys' fees, thereby minimizing the amount of fee deduction from the Settlement Fund by \$59,494.32. Approval of the Direct Fee Payment shall not alter or affect the Net Settlement Amount to be distributed to the Participating Class Members or the Aggrieved Employees.

H. THE PROPOSED SETTLEMENT IS SUBJECT TO COURT APPROVAL AND WILL BE VOID IF THE COURT DENIES FINAL APPROVAL.

It is possible that the Court may decline to grant final approval of the Settlement or decline to enter judgment on its order granting final approval. It is also possible that the Court will enter a judgment on its order granting final approval that is subsequently reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the settlement will be void, meaning that Defendants will not pay any money and Class Members will not release any claims against Defendants.

6. YOUR RIGHTS AND OPTIONS

A. HOW WILL I GET PAID?

For every Participating Class Member (*i.e.*, every Class Member who does not opt-out), the Administrator will send, by U.S. Mail, an Individual Class Payment Check, and a separate Individual PAGA Payment check to every to those who qualify as Aggrieved Employees. For every Non-Participating Class Member (*i.e.*, every Class Member who opted out of the Settlement) who qualify as Aggrieved Employees, the Administrator will send, by U.S. Mail, a single Individual PAGA Payment check.

The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check(s) expires (the void date). If you do not negotiate the check(s) by the void date, your check(s) will be automatically cancelled. Any unclaimed funds from any uncashed checks, plus any interest thereon, shall be distributed to the California State Controller's Unclaimed Property Fund in the names of the Participating Class Members and/or Aggrieved Employees.

Your check(s) will be sent to the same address as indicated on this Notice. If you change your address (or want your check sent to a different address), please be sure to notify the Administrator as soon as possible. Sections **6(B) and **9** of this Notice have the Administrator's contact information.**

B. CAN I DISPUTE THE NUMBER OF WEEKS OR PAY PERIODS DEFENDANTS CLAIM I WORKED?

Yes. If you disagree with the number of workweeks and/or PAGA Period pay periods reported for you in Defendants' records, you may file a written dispute with the Administrator by [redacted]. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax to the Administrator at the following address:

[redacted] CLASS ACTION ADMINISTRATOR

[Administrator]

[Address]

[Telephone, Email and fax]

The Administrator's contact information is also provided below, **Section 9**.

If you file a timely written dispute as to the number of workweeks, you must submit written proof supporting your dispute. In the absence of any contrary documentation, the Administrator is entitled to presume that the workweeks contained in this Notice are correct so long as they are consistent with the Class Data. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve the workweek and/or pay period challenges based on your submission and input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's determination is final and binding. You cannot appeal or otherwise challenge the Administrator's final decision.

Do not contact the court to dispute the calculation of your workweeks and/or PAGA Period pay periods.

C. CAN I OBJECT TO THE SETTLEMENT?

Yes, but *only* as to the Class Settlement *and only if* you do not opt out of the Class Settlement. If you do not wish to opt out of the Class Settlement but disagree with any portion of the Class Settlement, you have the right to file an objection. If you opt out of the Class Settlement, you will be ineligible to object to any portion of the Class Settlement.

If you do not opt out of the Class Settlement, you can object to the Class Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your position. To object, you may either mail, fax, or email your objection to the Administrator no later than [redacted] days after the mailing of this Notice or appear. If you object to the Class Settlement, you must state the specific reason for your objection, including any legal support, as well as your full legal name, date of birth, and the dates you worked as a non-exempt employee of Defendants.

Whether or not you object to or opt out of the Class Settlement, you may not object to the PAGA Settlement for any reason. This means that, if you qualify as an Aggrieved Employee, you will automatically be bound by the PAGA Settlement and related release.

D. CAN I OPT-OUT OF THE SETTLEMENT?

Yes, but *only* to the Class Settlement. You cannot opt out of the PAGA Settlement. You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing that you wish to opt out of the Class Settlement. The easiest way to notify the Administrator is to submit a written and signed request to be excluded from the Class Settlement (“Request for Exclusion”) by [redacted]. The Request for Exclusion should be a letter from a Class Member or his/her representative and must: (a) include your name, the last four digits of your social security number, and your signature; and (b) indicate that you desire to exclude yourself from the Class Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage-and-hour claims against Defendants. If you submit a timely and valid Request for Exclusion, as determined by the Administrator, you will be ineligible to object to any aspect of the Settlement.

You cannot opt out of the PAGA Settlement. Class Members who exclude themselves from the Class Settlement (*i.e.*, Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

If you opt out of the Class Settlement, your share of the non-PAGA Settlement proceeds may be divided up amongst the Participating Class Members.

E. WHAT IF I DO NOTHING?

If you do nothing, you will receive your Individual Class Payment and/or Individual PAGA Payment, if any, from the Net Settlement Amount after the Court grants final approval. If you do not cash your settlement check(s), you will still be bound by all the terms of the settlement, including the waivers and releases discussed in **Section 5(F)**, and you will be prevented from suing Defendants or participating in any other litigation or class action relating to the matters being settled in this Action.

7. PROHIBITION AGAINST RETALIATION

Defendants have agreed to this settlement, and they shall not discriminate or retaliate against any Class Member who accepts benefits under this Settlement. Your participation in this Settlement will in no way affect your employment relationship with Defendants.

8. FINAL APPROVAL OF SETTLEMENT

A. HOW AND WHEN WILL THE COURT PROVIDE FINAL APPROVAL OF THE SETTLEMENT?

The Los Angeles County Superior Court of the State of California will hold a Final Approval Hearing on April 3, 2024 at 10:30 a.m. in Department 1, located at 312 North Spring Street, Los Angeles, CA 90012, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the Class Representative Service Payment, Class Counsel’s fees and litigation expenses, the Direct Fee

Payment, and the expenses incurred by the Administrator to effectuate the settlement. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before making a decision. Though your attendance is not required, you may attend (or hire a lawyer to attend at your expense) either personally or virtually via **remote language**. It is possible the Court may reschedule the Final Approval Hearing. You should check the Administrator’s website **beforehand** or contact Class Counsel to verify the date and time of the Final Approval Hearing.

B. WHEN WILL I GET MY SETTLEMENT CHECK(S)?

If there are no appeals to the Court’s order granting final approval of the settlement, the check representing the Individual Class Payment and/or Individual PAGA Payment will be mailed out approximately **days** after the Court enters judgment on its order granting final approval of the Settlement.

9. GETTING MORE INFORMATION

This Notice does not contain all the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court.

You may also visit the **website** at **Administrator’s website** to find specific documents related to this case and be able to access the Notice and other forms. There is no charge to view the documents on this website.

You may also contact Class Counsel or the Administrator for information about this Action:

<i>Class Counsel For Plaintiff Carrie Prodromides and The Settlement Class</i>	
<p>Rolando J. Gutierrez, Esq. rgutierrez@brownwhitelaw.com Nicholas L. Ramirez, Esq. nramirez@brownwhitelaw.com BROWN WHITE & OSBORN LLP 333 South Hope Street, 40th Floor Los Angeles, California 90071-1406 Tel: (213) 613-0500 Fax: (213) 613-0550</p>	<p>Richard Kim, Esq. rkim@richkimlaw.com LAW OFFICES OF RICHARD KIM, PC 6131 Orangethorpe Avenue, Suite 370 Buena Park, California 90620-4929 Tel: (714) 276-1122 Fax: (714)276-1120</p>
<i>The Administrator</i>	
<p>[Name] [Address]</p>	

DO NOT CALL, WRITE, OR OTHERWISE CONTACT THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

1 **PROOF OF SERVICE**

2 **RE: *Prodromides v. Shoreline Treatment Center, Inc, et. al.***
3 **Case No: 20STCV47287**

4 I am employed in the County of Los Angeles, State of California. I am over the age of
5 eighteen years and not a party to the within action. My business address is 333 South Hope Street,
6 40th Floor, Los Angeles, California 90071.

7 On **December 22, 2023**, I served true and correct copies of the following document(s) described
8 as:

9 **STIPULATION AND [PROPOSED] ORDER APPROVING PROPOSED ADDENDUM TO**
10 **THE CLASS ACTION AND PAGA SETTLEMENT AND AMENDING THE**
11 **PRELIMINARY APPROVAL ORDER OF NOVEMBER 14, 2023**

12 on the interested parties in this action as follows:

13 Karina B. Sterman, Esq.
14 *KSterman@ggfirm.com*
15 James W. Hill, Esq.
16 *JHill@ggfirm.com*
17 **GREENBERG GLUSKER FIELDS**
18 **CLAMAN & MACHTINGER, LLP**
19 2049 Century Park East, Suite 2600
20 Los Angeles, CA 90076

21 Richard Kim, Esq.
22 *rkim@richkimlaw.com*
23 **LAW OFFICES OF RICHARD KIM, PC**
24 6131 Orangethorpe Ave., Suite 370
25 Buena Park, CA 90620-4929

26 *Attorneys for Plaintiffs and the Putative*
27 *Class*

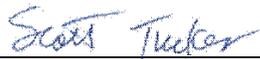
28 *Attorneys for Defendants*
SHORELINE TREATMENT CENTER,
LLC, f/k/a SHORELINE TREATMENT
CENTER, INC.; RACHEL LEVI;
ODYSSEY BEHAVIORAL HEALTHCARE,
LLC; 108 ROYCROFT, LLC

1 **BY ELECTRONIC SERVICE VIA CASEANYWHERE:** Complying with California Rule
2 of Court 2.251 and Code of Civil Procedure § 1010.6, *et. seq.*, and in compliance with the
3 Court’s Case Management Order, I caused true and correct copies of the documents to be
4 served through Case Anywhere at www.caseanywhere.com to the email address(es) of the
5 person(s) identified above.

6 **STATE:** I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct.

8 Executed on **December 22, 2023** at Los Angeles, California.

9 _____
10 Scott Tucker
11 Type or Print Name

12 
13 _____
14 Signature