

Santa Clara County Superior Court, State of California

If you worked for SJBH LLC (*i.e.*, San Jose Behavioral Health) in California as a non-exempt hourly employee who worked over 8 hours in a workday and/or 40 hours in a workweek and earned additional non-discretionary incentive pay covering the same time period at any time between September 24, 2014 and December 23, 2019, and/or who received a wage statement containing payment of overtime or double-time wages between September 24, 2017 and December 23, 2019:

PLEASE READ THIS NOTICE CAREFULLY.

YOUR RIGHTS MAY BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION.

YOU MAY BE ENTITLED TO MONETARY COMPENSATION FROM THIS SETTLEMENT.

<<First>> <<Last>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <Zip>>

YOUR ESTIMATED SETTLEMENT PAYMENT IS \$<<EstimatedAward>> BASED ON THE FORMULA EXPLAINED ON PAGE 3 BELOW.

A State Court authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit involving overtime and double-time compensation and wage statement penalties allegedly owed to some non-exempt hourly employees of SBJH LLC (hereafter referred to as “SJBH”), as well as other related claims and penalties (hereafter referred to as “the Settlement”).
- The Settlement will resolve a lawsuit seeking damages for unpaid overtime and double-time wages, interest, penalties, and attorneys’ fees and costs from SJBH.
- SJBH’s records show you are or were employed by SJBH as a non-exempt hourly employee at some point between September 24, 2014 and December 23, 2019 and either (1) worked over 8 hours in a work day and/or 40 hours in a workweek and earned additional non-discretionary incentive pay during that time, and/or (2) received a wage statement containing record of payment of overtime or double-time compensation between September 24, 2017 and December 23, 2019.
- **YOUR RIGHTS ARE AFFECTED WHETHER YOU ACT. READ THIS NOTICE CAREFULLY.**

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT

DO NOTHING AND REMAIN IN THE CLASS	Receive a settlement payment and give up your rights to sue SJBH about any of the claims in this case.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Opt out of the class by April 6, 2020 and receive no payment from the Settlement and keep your rights to be part of any other lawsuit against SJBH about any of the claims in this case.

OBJECT	Write to the Court and the Parties' counsel by April 6, 2020 about why you believe that the Settlement and/or any of its terms are unfair, inadequate, or unreasonable. If you want to object, you will remain in the class and may still receive a settlement payment.
<u>IF YOU ARE A CURRENT EMPLOYEE OF SJBH, STATE AND FEDERAL LAW PROHIBIT RETALIATION AND DISCRIMINATION AGAINST YOU REGARDLESS OF WHICH OF THE ABOVE OPTIONS YOU PURSUE.</u>	
YOUR POTENTIAL MONETARY BENEFIT IF YOU REMAIN IN THE CLASS:	
PROJECTED BASE AMOUNT BEFORE TAXES ARE DEDUCTED AND INTEREST IS ADDED: <u>\$XXX.00</u>	Overtime Class Payment: <u>\$XXX.XX</u> (<u>XX</u> pay periods between 9/24/14 and 12/23/19 during which you worked over 8 hours in a workday and/or 40 hours in a workweek and also earned additional non-discretionary incentive pay during the same time period) x \$249.75 (pro-rata share of the Overtime Net Settlement Sum based on total number of qualifying pay periods in class); <u>plus</u> Wage Statement Class Payment: <u>\$XXX.XX</u> (<u>XX</u> pay periods between 9/24/17 and 12/23/19 during which you received a wage statement containing record of payment of overtime or doubletime compensation) x \$9.56 (pro-rata share of the Wage Statement Net Settlement Sum based on the total number of qualifying pay periods in the class).

BASIC INFORMATION

1. Why is there a notice?

You have a right to know about a Settlement of a class action lawsuit that will affect your rights, and about your options, before the Court decides whether to grant final approval of the Settlement. The Court in charge of the case is the Superior Court of the State of California for the County of Santa Clara. The case is *Robert John Stevenson Sr. v. SJBH LLC*, Case No. 18CV335053. The person who sued is named Robert John Stevenson Sr. and is called the Plaintiff, or the Class Representative, and the company he sued is SJBH LLC, called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that SJBH violated various California labor laws and sections of the California Business and Professions Code by failing to pay all overtime and double-time allegedly owed by failing to incorporate all non-discretionary incentive pay into the regular rate used to calculate the overtime and/or double-time rate and failing to issue proper wage statements to some non-exempt hourly employees, and committing other violations of California law. This claim arises on behalf of some non-exempt hourly employees of SJBH.

3. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or the Defendant. SJBH denies liability and is not admitting any wrongdoing. The Settlement was reached because both sides want to avoid the risks and cost of further litigation. The Class Representative and his attorneys think the Settlement is best for everyone who is affected. The Settlement provides the opportunity for payment of unpaid wages and other benefits to Class Members.

WHO IS IN THE SETTLEMENT

4. How do I know if I am part of the Settlement?

If you received this Notice in the mail, SJBH's records show you are a member of the Class. If you believe you are not a member of the Class, you can call the Claims Administrator at 1-844-367-8808, or write them at *Stevenson v. SJBH*, Settlement Administrator, P.O. Box 58742, Philadelphia, PA 19102-8742 to say you are not.

The Class includes two groups of SJBH Employees:

- **Overtime Class:** All current and former non-exempt employees of SJBH in California who worked over 8 hours in a workday and/or 40 hours in a workweek and earned additional non-discretionary incentive pay covering the same time period at any time from September 24, 2014 through December 23, 2019.
- **Wage Statement Class:** All current or former non-exempt employees of SJBH in California who received a wage statement containing a record of payment of overtime or double-time compensation from SJBH at any time from September 24, 2017 through December 23, 2019.

THE SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

A Settlement Fund containing the Gross Settlement Amount of \$350,000 will be established. This amount includes an estimated \$156,345 to be paid to the Participating Class Members (the "Net Settlement Amount"), which investigation and discovery has shown represents a reasonable amount. From the Gross Settlement Amount, \$30,000 will be paid to the California Labor and Workforce Development Agency pursuant to the Private Attorneys General Act of 2004. SJBH will also pay to Class Counsel up to \$116,655 in attorneys' fees and up to \$20,000 in actual costs and will pay to the Claims Administrator approximately \$17,000 to cover the costs of settlement administration. Class Counsel will also request that the Court award up to \$10,000 be paid to the Class Representative who brought this case and helped the lawyers on behalf of the whole Class.

These amounts, if approved by the Court, will be deducted from the Gross Settlement Amount, leaving an estimated \$156,345 Net Settlement Amount to be distributed to the Participating Class Members in the form of individual Settlement Checks. Participating Class Members will be given 150 days to cash their Settlement Checks. Settlement Checks that are not cashed within 150 days will be cancelled and the money will return to the Settlement Fund and used first to pay any later discovered Class Members and second distributed to nonprofit organizations in accordance with California law.

The Settlement Agreement, available at www.SJBHsettlement.com, contains more details about the Settlement.

6. What can I get from the Settlement?

The amount you will receive will be calculated under a formula based on SJBH's records. The Net Settlement Amount will be allocated 50% to payments to the Overtime Class (the Overtime Net Settlement Sum) and 50% to payments to the Wage Statement Class (the Wage Statement Net Settlement Sum).

If you are a member of the Overtime Class, the Settlement Administrator will determine the amount you receive as a member of this class based on the number of pay periods between 9/24/14 and 12/23/19 during which you worked over 8 hours in a workday and/or 40 hours in a workweek and also earned additional non-discretionary incentive pay during the same time period. The amount you receive as an Overtime Class Member will represent your pro-rata share of the Overtime Net Settlement Sum based on your total number of qualifying pay periods.

If you are a member of the Wage Statement Class, the Settlement Administrator will determine the amount you receive as a member of this class based on the number of pay periods between 9/24/17 and 12/23/19 during which

you received a wage statement containing record of payment of overtime or double-time compensation. The amount you receive as a Wage Statement Class Member will represent your pro-rata share of the Wage Statement Net Settlement Sum based on your total number of qualifying pay periods.

If you are a member of both the Overtime and Wage Statement Classes, the total amount you receive will be your pro-rata share of the Overtime Net Settlement Sum and Wage Statement Net Settlement Sum combined.

If you believe that your estimated settlement payment is not correct, you must provide documentation to the Settlement Administrator showing your pay periods between 9/24/14 and 12/23/19 during which you worked over 8 hours in a workday and/or 40 hours in a workweek and also earned additional non-discretionary incentive pay during the same time period and/or the number of pay periods between 9/24/17 and 12/23/19 during which you received a wage statement containing record of payment of overtime or double-time compensation. The Settlement Administrator shall compare your records to the records provided by Defendant and the Settlement Administrator shall decide who is correct. If you do not have any of the above records, the Settlement Administrator will presume that Defendant's records are correct.

7. What am I giving up to stay in the Class?

Unless you exclude yourself from the Settlement, you can't sue SJBH, continue to sue, or be part of any other lawsuit against SJBH concerning the issues in this case. Upon entry of the Final Approval order and judgment, each Settlement Class Member who has not submitted a valid request for exclusion releases Defendant and its present and former affiliates, parent companies (including Acadia Healthcare Company, Inc.), and subsidiaries, and their respective shareholders, officers, partners, directors, employees, agents, trustees, representatives, attorneys, accountants, insurers, predecessors, successors and assigns each and all of their respective shareholders, officers, partners, directors, employees, agents, trustees, representatives, attorneys, accountants, insurers, past, present, and future, and all persons acting under, by, through or in concert with any of them (all of the foregoing are referred to as the "Releasees"), from any and all claims, causes of action, damages, penalties, interest, fines, debts, liens, liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy in law or equity, whether known or unknown, suspected or unsuspected that existed or came into existence between September 24, 2014 through the date of Preliminary Approval of this Agreement by the Court, inclusive, arising from or relating to the allegations that were or could have been pled in the Action ("Released Claims").

Specifically, the claims to be released by Participating Class Members of the Overtime Class include all claims for (1) failure to provide accurate and itemized wage statements, including but not limited to alleged violation of Cal. Lab. Code §§ 226, 226.3, and/or the IWC Wage orders; (2) failure to pay overtime or double-time wages for all overtime or double-time hours worked, including but not limited to alleged violation of Cal. Lab. Code §§ 510, 558, 1194, and 1197.1 based on failure to correctly calculate the regular rate of pay; (3) civil penalties under Cal. Lab. Code § 2698, et seq. ("PAGA"); (4) unlawful and/or unfair business practices in violation of Cal. Bus & Prof. Code § 17200, et seq.; (5) failure to pay earned wages upon discharge, including but not limited to alleged violation of Cal. Lab. Code §§ 201-204; and interest, fees, and costs, from September 24, 2014 through the date of Preliminary Approval, inclusive.

Specifically, the claims to be released by Participating Class Members of the Wage Statement Class include all claims for (1) failure to provide accurate and itemized wage statements, including but not limited to alleged violation of Cal. Lab. Code §§ 226, 226.3, and/or the IWC Wage orders; (2) civil penalties under Cal. Lab. Code § 2698, et seq. ("PAGA"); and interest, fees, and costs, from July 17, 2017 through the date of Preliminary Approval, inclusive.

HOW TO GET A PAYMENT

8. How can I get a payment?

You do not need to take any action to obtain the benefits of this Settlement. If the Court grants final approval of the Settlement, then once the Settlement Administrator determines the precise amount to which each Participating Class Member is entitled, a check will be sent to you in that amount. That determination cannot be made at this time. **YOU MUST CASH YOUR CHECK WITHIN 150 DAYS.** Settlement checks that are not cashed within 150 days will be cancelled and the money will return to the Settlement Fund to first pay later-discovered class members and then to a nonprofit organization pursuant to California Code of Civil Procedure § 384.

9. When will I get my payment?

Payments will be mailed to Participating Class Members after the Court grants “final approval” of the Settlement and after any appeals are resolved. The approval hearing is currently scheduled for **May 1, 2020**, although that date may change. If the judge approves the Settlement, there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time. The Settlement Administrator will post important dates on its website at www.SJBHsettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want to participate in the Settlement or receive a payment from the Settlement Fund, and you want to keep all of your rights to sue or continue to sue SJBH on your own about the issues in this case, then you must take steps to get out. This is called excluding yourself, or “opting out,” of the Class.

10. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter that includes the following:

- Your name and address (Your telephone number is preferred but not required);
- The name of the case (*Robert John Stevenson Sr. v. SJBH LLC*, Case No. 18CV335053);
- A statement that you want to be excluded from this Settlement; and
- Your signature.

You must mail your exclusion request, postmarked no later than **April 6, 2020**, to:

Stevenson v. SJBH
Settlement Administrator
P.O. Box 58742
Philadelphia, PA 19102-8742

11. If I don’t exclude myself, can I sue SJBH for the same thing later?

No. Unless you exclude yourself, you give up the right to sue SJBH for the claims that the Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You may need to exclude yourself from this Class to continue your own lawsuit.

12. If I exclude myself from the Settlement, can I still get a payment?

No. You will not get any money from the Settlement if you exclude yourself.

THE LAWYERS REPRESENTING YOU

13. How will the lawyers be paid?

The Court will decide how much Class Counsel will be paid. Class Counsel will ask the Court for an award, and SJBH has agreed to not oppose and to pay for Class Counsel's attorneys' fees and costs (up to \$116,655 and \$20,000.00, respectively), which were separately negotiated with the help of a mediator. Class Counsel will also request that the Court award up to \$10,000.00 be paid to the Class Representatives who brought this case and helped the lawyers on behalf of the Class, which sum will also not be opposed and paid by SJBH if awarded.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I don't like the Settlement?

If you are a Class Member, you can object to the Settlement, to Class Counsel's requests for fees and expenses and/or to the request by the Class Representatives for an incentive payment. To object, you must do so in writing. You may also attend the final approval hearing to be heard by the judge. If you do object, then by no later than **April 6, 2020**, you must serve upon Counsel for both parties, and you must file with the Court:

- Your name and address (Your telephone number is preferred but not required);
- The name of the case (*Robert John Stevenson Sr. v. SJBH LLC*, Case No. 18CV335053);
- The written statement of the reasons and any grounds upon which you object to the Settlement;
- A statement as to whether you intend to appear at the Final Approval hearing; and
- Your signature or the signature of your counsel.

If you wish to object to the Settlement, you must file any objections online with Santa Clara County Superior Court at scscourt.org. You must also serve notice of your objection on Class Counsel and Counsel for SJBH at the following addresses:

To Counsel for the Class:

Dennis S. Hyun
Hyun Legal, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071

To Counsel for SJBH:

Teresa W. Ghali, Esq.
M. Leah Cameron, Esq.
Candace DesBaillets, Esq.
Carothers DiSante & Freudenberg LLP
Transamerica Pyramid
600 Montgomery St., Suite 440
San Francisco, CA 94111

Amy S. Williams, Esq.
Carothers DiSante & Freudenberg LLP
18300 Von Karman Avenue, Suite 800
Irvine, CA 92612

Counsel may seek to have Class Members who file objections produce documentary or other evidence relevant to the objections. An objector's failure to make him or herself available for deposition or to comply with discovery requests may result in the Court striking the objection and otherwise affect that person's substantive rights. The Court has the right to tax the costs of such discovery to the objector or the objector's counsel should it determine that the objection was frivolous or was made for an improper purpose.

You must file and serve your objections no later than **April 6, 2020**. However, even if you do not file/serve any written objection, you may still appear at the final approval hearing and present any oral objections to the Court and Parties.

15. What’s the difference between objecting and excluding?

Objecting is simply telling the Court that you believe that the Settlement is unfair, inadequate, or unreasonable. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself (“opting out”) from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

GETTING MORE INFORMATION

16. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. Please visit www.SJBHsettlement.com where the Settlement Agreement may be viewed free of charge. Copies of all of the pleadings and other records in this litigation, including the Settlement Agreement, may be obtained from the Santa Clara County Superior Court’s website at scscourts.org.

If you have questions, you can contact Class Counsel at: Dennis S. Hyun, Hyun Legal, APC, 515 S. Figueroa St., Suite 1250, Los Angeles, CA 90071, (213) 488-6555. You may also write with questions to Stevenson v. SJBH, Settlement Administrator, P.O. Box 58742, Philadelphia, PA 19102-8742 or you can call the Settlement Administrator at 1-844-367-8808. **DO NOT CALL THE COURT, SJBH, OR COUNSEL FOR SJBH.**