

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

ROAMELYA FISHER, individually, on behalf  
of all others similarly situated, and as a  
representative of other aggrieved employees,

Plaintiff,

v.

BEHAVIORAL HEALTH SERVICES, INC.,  
a California corporation; and DOES 1 through  
10, inclusive,

Defendants.

Case No.: BC613297

[Complaint Filed: 3/9/16]

**NOTICE OF CLASS ACTION  
SETTLEMENT**

**IMPORTANT NOTIFICATION TO POTENTIAL CLASS MEMBERS**

**IF YOU WERE EMPLOYED BY BEHAVIORAL HEALTH SERVICES, INC. (“BHS”) AT ANY TIME FROM MARCH 9, 2012 THROUGH FEBRUARY 24, 2020 AS A NON-EXEMPT, HOURLY EMPLOYEE YOU MAY BE ENTITLED TO PAYMENT AS A CLASS MEMBER IN A CLASS ACTION SETTLEMENT.**

**A \$850,000 SETTLEMENT FUND HAS BEEN CREATED TO PAY CLAIMS OF CLASS MEMBERS IN ORDER TO SETTLE A WAGE AND HOUR LAWSUIT.**

**YOUR ANTICIPATED MINIMUM ALLOCATION OF THE SETTLEMENT FUND UNLESS YOU OPT-OUT OF THE SETTLEMENT IS «*Individual Settlement Share*». THIS IS BASED UPON THE UNDERSTANDING THAT YOU WORKED «*Work Week*» FOR BHS DURING THE RELEVANT PERIOD.**

**YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS, WHETHER YOU ACT OR DO NOT ACT.**

**THE LOS ANGELES COUNTY SUPERIOR COURT AUTHORIZED THIS NOTICE. THIS IS NOT A LAWSUIT AGAINST YOU, AND THIS IS NOT A SOLICITATION FROM A LAWYER.**

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>EXCLUDE YOURSELF</b> <b><u>DEADLINE DATE:</u></b> <b>JUNE 8, 2020</b>	If you exclude yourself by opting out of the class, you get no payment, but you retain your right to pursue your claims against Defendant, BHS in a separate action or proceeding.
<b>OBJECT</b> <b><u>DEADLINE DATE:</u></b> <b>JUNE 8, 2020</b>	If you disagree with the proposed Settlement, you may submit an objection. You may also appear in Court and explain why you do not like the Settlement or use an attorney to appear for you. If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms. If you object, this does not mean you opt out of the class. As explained below, if you opt out of the class, you will not be permitted to object to the settlement terms.
<b>DO NOTHING</b>	If you do nothing, you will receive a payment and release claims.

**BASIC INFORMATION**

**1. Why did I receive this Notice?**

You received this Notice because Defendant’s records show that you were employed at BEHAVIORAL HEALTH SERVICES, INC. (“BHS” or “Defendant”) at some point from March 9, 2012 through February 24, 2020. All Class Members are receiving a Notice.

The Court has granted preliminary approval of a proposed Settlement of a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to grant Final Approval of the proposed Settlement.

This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for benefits, and how to get these benefits.

The Court in charge of the case is the Superior Court of the State of California, County of Los Angeles, and the case is known as *Roamelya Fisher, et al. v. Behavioral Health Services, Inc.* (Case No. BC613297).

**DO NOT CONTACT THE COURT DIRECTLY WITH QUESTIONS. THE COURT WILL NOT ANSWER ANY OF YOUR QUESTIONS.**

**2. What is the lawsuit about?**

The lawsuit claims that Defendant: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide rest and meal breaks; (4) failed to provide complete and accurate wage statements to its employees; (5) failed to all wages due upon resignation or termination; (6) failed to provide accurate or compliant wage statements; (7) and (9) violated the Private Attorneys General Act of 2004 (“PAGA”) and (8) violated the Business & Professions Code section 17200, et seq.

Defendant denies any liability or wrongdoing of any kind in connection with Plaintiff's claims. In order to avoid the time and expense of proceeding with the lawsuit through a trial, appeals, and final judgment, the Named Plaintiff and Defendant agreed to enter into a settlement of this case ("Settlement").

Both Defendant and Class Counsel encourage you to consider this to be a fair settlement.

### **3. What is a class action?**

In a class action, one or more people, called Class Representatives (in this case Roamelya Fisher), file a lawsuit on behalf of people who they believe have similar claims ("Class Members"). The individual or company who is being sued is known as Defendant. The Court will resolve the issues for all Class Members, except for those who exclude themselves from the Class.

### **4. What is a settlement?**

A class action Settlement occurs when the Class Representative and Defendant decide to settle the case rather than seek a decision from a judge or jury. The proposed Settlement must be approved by the Court. This happens in two stages. First, if the Court is satisfied that the proposed Settlement appears fair, adequate and reasonable, it grants preliminary approval and orders that a Notice like this be sent to the Class Members. Class Members can then request exclusion, or object to the proposed Settlement. Once Class Members have had an opportunity to make this decision, the Court reviews this information - and submissions by all interested persons - and decides whether to grant final approval of the Settlement. If the Court grants final approval, the Class Members who did not ask to be excluded will become Settlement Class Members and will be paid out of the Settlement monies in exchange for a release of claims.

## **WHO IS INCLUDED IN THE SETTLEMENT?**

### **5. How do I know if I am part of the Settlement?**

Any current and former employees who fits the following description is considered a Class Member:

All non-exempt, hourly employees for Behavioral Health Services, Inc. at any time from March 9, 2012 through February 24, 2020, in the State of California.

### **6. Are there exceptions to being included?**

No. You are not a Class Member if you did not work for Behavioral Health Services, Inc. as a non-exempt, hourly employee from March 9, 2012 through February 24, 2020.

### **7. I am still not sure if I am included.**

If you received this notice, it is likely you qualify to participate. If you do not meet the definition of non-exempt (*i.e.*, hourly) during the relevant time period described in Section 5, above, you may contact Atticus Administration, the settlement administrator, at the address listed in Section 13 below.

## THE SETTLEMENT BENEFITS - WHAT YOU GET

### 8. What does the settlement provide?

Defendant has agreed to create a fund of \$850,000.00 to be divided among all Class Members who participate. Defendant will pay the \$850,000 as follows: \$250,000 within ten (10) days of **February 24, 2020** and \$150,000 per year for four (4) years thereafter. This fund will also pay for Plaintiff's attorneys' fees and costs, enhancements to the Class Representative, and other payments made pursuant to this Settlement.

### 9. How much will my payment be?

Your minimum share of the fund is listed above. Your share of the Settlement will depend on: a) how many weeks you worked for BHS in California from March 9, 2012 through February 24, 2020; b) whether you have previously received a settlement payment for wages from BHS; c) the amount of attorneys' fees and costs, enhancement payments, and PAGA payments approved by the Court; and c) how many Class Members, if any, opt out of the Settlement.

Standard payroll taxes will be taken from approximately one third (34%) of the settlement amount you receive, to be considered wages. The other two thirds (66%) will be paid to you with IRS form 1099s, to be considered interest damages and non-wage damages. You alone are responsible for paying any appropriate taxes on the latter amount.

## HOW YOU GET A PAYMENT

### 10. How can I get a payment?

You will receive a payment unless you opt-out of this Settlement timely.

### 11. When would I get my payment?

The Court will hold a hearing on June 16, 2020 at 9:00 am, subject to change by the Court, to decide whether to finally approve the Settlement. If the Court approves the Settlement, there may be appeals. Resolving any appeals can take time, perhaps more than a year. Please be patient. However, if the Court approves the Settlement at the hearing and there are no appeals, payments will be made to you as follows: your portion of the first payment of \$250,000 will be mailed to you within ten (10) days after the Court grants final approval of the settlement and your portion of each subsequent annual installment payment will be mailed to you within ten (10) days after the Defendant makes each annual installment payment until your portion of the settlement has been paid in full.

### 12. What am I giving up to get a payment?

Unless you exclude yourself, you will remain part of the Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant for claims alleged by the Class Representative in the Complaint, as well as known and unknown claims which could have been brought based on the factual allegations contained in the Complaint, including but not limited to claims for misclassification, unpaid wages, unpaid overtime, record-keeping violations, paycheck violations, meal period and rest period violations, and "waiting time" penalties which arose from March 9, 2012 to February 24, 2020. This Release is final and effective upon Defendant's full and complete payment of the settlement.

The exact Release language is as follows: “[A]ll members of the PLAINTIFF CLASS who do not timely request exclusion fully release and discharge DEFENDANT and DEFENDANT’S present and former parent companies, subsidiaries, shareholders, officers, directors, attorneys, insurers, successors and assigns ("Releasees"), from any and all individual and class claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, that were actually alleged in the COMPLAINT, as well as wage and hour class claims which could have been brought based on the specific factual allegations contained in the COMPLAINT, including, but not limited to any claims for unpaid wages, unpaid commissions, unpaid overtime, record-keeping violations, paycheck violations, meal period and rest period violations, "waiting time" penalties, and failure to reimburse business expenses, which arose between the SETTLEMENT PERIOD. In order to achieve a full and complete release of Releasees by the SETTLEMENT CLASS of all claims arising from or related to the COMPLAINT, this SETTLEMENT AGREEMENT is intended to include claims that were brought or claims which could have been brought based on the specific factual allegations alleged in the COMPLAINT.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If want to keep the right to sue or continue to sue Defendant on your own regarding the legal issues in this case, then you must exclude yourself from the Settlement. This is called “opting out” of the Class. If you exclude yourself from the Settlement, you will not receive any payment at all from this Settlement.

#### **13. How do I request to be excluded from the Settlement?**

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from *Roameyla Fisher, et al. v. Behavioral Health Services, Inc.*, Case No. BC613297. Be sure to include your name, mailing address, email address, telephone number, and your signature. You must mail your exclusion request postmarked no later than June 8, 2020 to: Behavioral Health Services Settlement, C/O Atticus Administration, PO Box 64053, St. Paul, MN 55164. If you ask to be excluded, you will not receive any settlement payments and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You will be able to sue or continue to sue Defendant in the future. If you have a pending lawsuit, speak to your lawyer in that case immediately. You may need to exclude yourself from this Class to continue your own lawsuit.

#### **14. What happens if I do nothing?**

If you do nothing regarding this notice, your rights will still be affected. You will lose the right to object to the Settlement. You will be legally bound by all of the orders and judgments of the Court in this case. You will give up your right to sue Defendant for claims that this settlement resolves.

### **THE LAWYERS REPRESENTING THE CLASS**

#### **15. Do I have a lawyer in this case?**

Jacob George, Esq. and Sang Park, Esq. of Mathew & George and Christian Petronelli, Esq. and Dayna Carter of Petronelli Law Group, PC represents Class Members, and is called the Class Counsel. Class Counsel will be paid from the settlement amount, so you will not be charged personally for the firm’s work on this case and in negotiating this settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

**16. How will the lawyers and Class Representatives be paid?**

Class Counsel will ask the Court to approve the payment of \$283,305.00 for attorneys' fees (1/3 of the total) and up to \$25,000 for costs and expenses associated with investigating the facts, litigating the case, attending mediation, and negotiating the settlement. A total payment of up to \$15,000 will be made to the Class Representative, Roamelya Fisher for her work in bringing this lawsuit. A payment will also be made for the costs of the Claims Administrator administering the Settlement in the anticipated amount of \$30,000. Defendant has agreed not to oppose Class Counsel's request for fees and expenses.

A payment of \$10,000 of the settlement will be allocated to claims for alleged Labor Code violations pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). Seventy-five percent (75%) of that \$10,000 will be paid to the State of California's Labor and Workforce Development Agency and twenty five percent 25% (\$2,500) will be distributed to Class Members in accordance with section 9 of this Notice. The Court may award less than these amounts.

**OBJECTING TO THE SETTLEMENT**

**17. How do I tell the Court that I do not like the Settlement?**

If you think that the proposed Settlement is unfair, inadequate or unreasonable, you may object to the proposed Settlement. If you want to object to all or only part of the Settlement, you must mail or personally deliver copies of your objection to the address listed below postmarked no later than June 8, 2020:

Settlement Administrator
Behavioral Health Services, Inc C/O Atticus Administration PO Box 64503 St. Paul, MN 55164 Fax: 1-888-326-6411 Telephone: 1-888-233-2228 Email: behavioralhealthservices@atticusadmin.com Website: bhs-settlement.com

**18. What's the difference between objecting and "Opting Out"?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Settlement or "opting out" is telling the Court that you do not want to be part of the Class or receive any payment from the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

**19. What if I think the workweeks used to calculate my allocation are wrong?**

If you want to challenge the information about how many weeks you worked, listed on the first page of this Notice, then you must submit a written, signed challenge along with supporting documents, if any exist, to the Settlement Administrator at the address provided below by June 8, 2020.

**20. What happens if I do nothing at all?**

By doing nothing, you will also lose your right to object. Doing nothing means you choose not to opt out. See Question 14 for more details about “doing nothing.”

**THE COURT'S FINAL APPROVAL FAIRNESS HEARING**

**21. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Fairness Hearing at June 16, 2020 at 9:00 a.m., at the Superior Court of California, County of Los Angeles, 312 N. Spring Street, Los Angeles, CA 90012, before the Honorable Elihu M. Berle in Department 6. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement.

**22. May I attend the hearing and speak?**

Anyone may attend this hearing. You may also pay your own lawyer to attend, but it is *not* necessary.

**GETTING MORE INFORMATION**

**23. Are there more details about the Settlement?**

This Notice summarizes the proposed Settlement. For a more detailed statement of the matters involved in the Action and the proposed Settlement, you can view a copy of the proposed Settlement and other key documents in this case at the following website address: [bhs-settlement.com](http://bhs-settlement.com).

You can call 1-888-233-2228 toll free, or write to Behavioral Health Services Settlement, C/O Atticus Administration PO Box 64053, St. Paul, MN 55164.

You may also speak to Class Counsel, Sang J. Park: Mathew & George, 500 S. Grand Avenue, Suite 1490, Los Angeles, California 90071, 310.478.4349; e-mail: [sang@mathewandgeorge.com](mailto:sang@mathewandgeorge.com).

**DO NOT CALL THE COURT**