NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

Serenity Spindel v. Solacium Holdings LLC dba Embark Behavioral Health
United States District Court for the Northern District of California, Case No. 5:24-cv-00552-EKL

To: All current and former California employees who were employed by Solacium Holdings LLC dba Embark Behavioral Health ("Solacium") in California at any time between November 20, 2019, and July 6, 2026 (the "Class"):

THIS NOTICE is of a proposed settlement of the above-referenced class action and representative action lawsuit (the "Lawsuit"), and a court hearing that you may attend. Your rights may be affected by the legal proceedings in this Lawsuit. The Court will conduct a hearing on December 2, 2026, to address whether the proposed settlement should be approved (the "Final Approval Hearing"). You may be entitled to receive a payment under the terms of this class action settlement ("Settlement").

Serenity A Spindel

You have been identified as a Class Member and possible Aggrieved Employee in the above Lawsuit. Under the terms of the proposed settlement, you are estimated to receive **$259.76,** based on the number of eligible weeks that you worked for Solacium in California between November 20, 2019, and July 6, 2026, (the "Class Period") as your share of the Settlement should the Court approve the Settlement. Please note your actual share of the Settlement may be more or less than this estimate. Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to receive your full settlement payment, no further action is required. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. By accepting your full settlement payment, you will be bound by the terms of the Settlement and will give up your right to sue on the Released Class and PAGA claims described in Section IV under the provisions titled "Release of Class Claims" and "Release of PAGA Claims."
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may "opt-out" of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by October 21, 2026 (see Section V(B) for more details on how to opt- out). If you opt-out of the settlement of the Class Claims, you will no longer be a Class Member, and you will (1) neither receive any settlement payment for the Class Claims nor release any Class Claims as set forth in Section IV, and (2) be barred from filing an objection to the Settlement. You still will receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 ("PAGA") and will release your claims for such civil penalties.
OBJECT	If you decide to object to the Settlement with respect to the Class Claims, you must submit an objection by October 21, 2026 (see Section V(C) for more details on how to object).

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the "Settlement") in *Serenity Spindel v. Solacium Holdings LLC dba Embark Behavioral Health,* United States District Court for the Northern District of California, Case No. 5:24-cv-00552-EKL. Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

Solacium's records show that you were an employee in California at some point between November 20, 2019, and July 6, 2026. The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by Solacium as an employee in California at any time during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On November 20, 2023, Plaintiff and Class Representative Serenity Spindel ("Plaintiff"), through her attorneys ("Class Counsel") filed a class action complaint in the Santa Clara County Superior Court alleging that Solacium violated various Labor Code sections by failing to pay wages, provide meal and rest periods, furnish accurate itemized wage statements, timely pay wages during and upon termination of employment, and reimburse business expenses, during the Class Period. Plaintiff also sought equitable relief under the Unfair Competition Law. All these claims are called the "Class Claims" and the relevant period for Class Claims is November 20, 2019, through July 6, 2026. Plaintiff separately sought civil penalties pursuant the Private Attorneys' General Act ("PAGA"). The civil penalty claims are called "PAGA Claims" and the relevant period for PAGA claims is June 27, 2022, through July 6, 2026 ("PAGA Period"). The Class Claims and the PAGA Claims are collectively referred to as "the Lawsuit." The Lawsuit was later removed to the United States District Court for the Northern District of California.

The Court has not ruled on the merits of Plaintiff's factual or legal allegations in the Lawsuit. Solacium has denied, and continues to deny, the factual and legal allegations in the Lawsuit and believes that Solacium has and does comply with California law or has valid defenses. By settling, Solacium is <u>not</u> admitting liability on any of Plaintiff's factual legal allegations in the case or that the case can proceed as a class action and/or a representative action.

After considering the risks, expenses, and inconvenience of continued litigation, Solacium and Plaintiff have concluded that it is in their best interests and the interests of the Class to settle the Lawsuit on the terms summarized in this Notice. The Settlement was reached following arm's length mediations with a respected and experienced mediator after the Parties exchanged extensive information. By approving the Settlement and issuing this Notice, the Court is not suggesting which party would win or lose this case if it went to trial.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Solacium, the risk of denial of class certification or representative status, the inherent risk of trial on the merits, and the delays and uncertainties associated with such litigation.

<u>If you are still employed by Solacium, this Settlement will NOT affect your employment</u>. California law strictly prohibits unlawful retaliation. Solacium will <u>not</u> take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member regardless of whether the Class Member chooses to participate or not in the Settlement. If a Class Member does not participate as to the Class Claims, his/her share of the settlement of the Class Claims will be paid to those who do participate.

III. Who are the attorneys representing The Parties?

Attorneys for Plaintiff and Class Members:	**Attorneys for Plaintiff and Class Members:**	**Attorneys for Solacium**:
Mark D. Potter *mark@potterhandy.com* James M. Treglio *jimt@potterhandy.com* **POTTER HANDY LLP** 100 Pine St., Ste 1250 San Francisco, CA 94111 Telephone: 415.534.1911 Facsimile: 888.422. 5191	SAM KARIMZADEH *sam@samesqlaw.com* LAW OFFICE OF SAM KARIMZADEH 1484 Pollard Road #3008 Los Gatos, CA 95032 Telephone: (408) 596-3349	Chad D. Greeson *cgreeson@littler.com* Helen Braginsky *hbraginsky@littler.com* **Littler Mendelson P.C.** 1255 Treat Boulevard, Suite 600 Walnut Creek, CA 94597 Tel: (925) 932-2468

IV. What are the terms of the Settlement?

On July 6, 2026 , the Court certified a class, for settlement purposes only, of all current and former employees employed by Solacium in California at any time from November 20, 2019, through July 6, 2026, (the "Settlement Class" or "Class Members") and approved a representative class comprised of all current and former employees employed by Solacium in California at any time from June 27, 2022, through July 6, 2026, Aggrieved Employees").

Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, will become "Participating Class Members," be mailed Settlement checks, and be bound by the Settlement and release certain wage and penalty claims against Solacium.

Without admitting any wrongdoing, Solacium has agreed to pay $300,000 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Gross Settlement Amount:

<u>Settlement Administration Costs</u>. The Court has approved ILYM Group, Inc to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of $6.950.00 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.

Settlement Administrator
ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781 Telephone: (888) 250-6810 Fax: (888) 845-6185 Email: info@ilymgroup.com

<u>Penalties to the California Labor Workforce and Development Agency</u>. The Labor Code Private Attorneys General Act ("PAGA") authorizes employees to file lawsuits to attempt to recover civil penalties on behalf of other Aggrieved Employees and the State of California for alleged Labor Code violations. Under the Settlement, $30,000 of the Gross Settlement Amount will be allocated to Plaintiff's PAGA Claims; $22,500 (75%) will be paid to the LWDA in satisfaction of the claims for civil penalties under PAGA, and the remaining $7,500 (25%) will be divided between all Aggrieved Employees based on the number of the Pay Periods during the PAGA Period. Aggrieved Employees includes all current and former employees employed by Solacium in California at any time during the PAGA Period. <u>You do not have the right to opt-out or exclude yourself from receiving the civil penalties paid pursuant to PAGA</u>. Review the information below to determine if you are an Aggrieved Employee and eligible to receive a share of the $7,500 (25%) allocation:

Do you Qualify as an Aggrieved Employee?	Pay Periods as an Aggrieved Employee	Your Share of PAGA Penalties
Yes	**9**	**$13.35**

<u>Service Payment to Class Representative</u>. Class Counsel will ask the Court to award the Class Representative a Service Payment in the amount of $5,000 to compensate him for service and extra work provided on behalf of the Class Members and in exchange for a general release of claims. The Class Representative also will receive his individual share of the Settlement as a Class Member.

<u>Attorneys' Fees and Costs</u>. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or costs. Class Counsel will seek fees of twenty-five percent (25%) ($75,000) of the Gross Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to $11,679.79 for the costs Class Counsel incurred in connection with the Lawsuit.

<u>Calculation of Individual Settlement Payments to Class Members</u>. After deducting the amounts above from the Gross Settlement Amount, the balance will form the "Net Settlement Amount" for distribution to Participating Class Members. The Net Settlement Amount will total approximately $171.370.24 Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of calendar weeks during which a Settlement Class member was employed by Solacium in California and worked at least one shift (the "Weeks Worked").

Calculations of Individual Settlement Payments to Participating Class Members will be as follows: the Settlement Administrator will divide the Net Settlement Amount by the total Weeks Worked by the Participating Class Members to determine a per "Workweek Value". The Workweek Value will be multiplied by the number of Weeks Worked by each Participating Class Member during the Class Period to determine the "Individual Settlement Payment," prior to legal deductions/withholdings, for each Participating Class

Member. If any Participating Class Member opts-out of the Settlement, his/her Individual Settlement Payment will be distributed to all Participating Class Members (i.e., those who do not opt-out).

Review the information below to determine your share as a Class Member:

Weeks Worked as a Class Member During the Class Period	Your Share of the Net Settlement Amount
20.00	**$259.76**

Disputes to Work Weeks or Pay Periods Credited. For each Settlement Class Member, the Weeks Worked during the Class Period and the Pay Periods Worked during the PAGA Period will be calculated from Solacium's records. If you disagree with the numbers above, you may submit evidence to the Settlement Administrator on or before July 6, 2026, to establish the number of Weeks Worked you claim to have actually worked for Solacium in California during the relevant periods. **DO NOT SEND ORIGINALS AS DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED**. The Parties and Settlement Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Weeks Worked should be credited to the Settlement Class Member.

Payments to Class Members. After the Court grants Final Approval of the Settlement and judgment is entered, settlement checks will be mailed to Participating Class Members. For Aggrieved Employees who requested to be excluded from the Class Claims settlement, their settlement checks will only be for their share of PAGA civil penalties for release of their PAGA Claims. Participating Class Members and Aggrieved Employees will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Participating Class Member or Aggrieved Employee fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the Legal Aid at Work, or an alternative recipient as approved by the Court.

Allocation and Taxes. One-third (1/3) of the Individual Settlement Payment distributed to each Participating Class Member will be considered and reported as wages (Form W-2 reporting). The remaining two-thirds (2/3) will be considered and reported as interest and penalties (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Individual Settlement Payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, the payments will be reported on IRS Form 1099 as income. Payments for PAGA penalties shall be paid one hundred percent (100%) as penalties for which no taxes shall be withheld and for which payment will be reported on IRS Form 1099. Participating Class Members and Aggrieved Employees are responsible for the proper income tax treatment of the Individual Settlement Payments and their payments for PAGA Claims. The Settlement Administrator, Solacium and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments or payments for PAGA Claims. Participating Class Members and Aggrieved Employees will be solely responsible for the proper income tax treatment and payment of any taxes and penalties assessed on their Individual Settlement Payments or payments for PAGA Claims. Participating Class Members and Aggrieved Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release by Participating Class Members. Upon the Effective Date, and subject to Defendant's full payment of the Gross Fund and all employer side payroll taxes due, the Participating Class Members shall release the Released Parties from all Released Class Claims by Class Members.

The "Released Class Claims" means:

Any claims for unpaid wages, including minimum wages and overtime (Lab. Code §§ 90.5, 510, 558, 558.1, 1194, 1194.2, 1197, 1198, 1199 and/or all applicable Wage Orders); failure to provide meal periods and/or meal period premium payments (Cal. Labor Code ("Lab. Code") §§ 218, 218.6, 226.7, 512, and/or all applicable Wage Orders); failure to provide rest breaks and/or days of rest and/or rest break premium payments (Lab. Code §§ 226.7, 512, 516 and/or all applicable Wage Orders); expense reimbursement (Lab. Code §§ 2800, 2802, 2802(a), 2804); failure to timely pay wages (Lab. Code §§ 201-204, 210); failure to provide accurate wage statements (Lab. Code §§ 226, 226(a), 226(a)(1),(2),(5) and (9), 226.2, 226.3); failure to provide sick days, adequate notice and/or sick pay (Lab. Code §§ 245- 248); failure to provide personnel records (Lab. Code § 1198.5); claims for unfair competition and/or business practices based on the code sections listed above (Cal. Bus. & Prof. Code § 17200 *et seq*.); all claims based on the foregoing under common law, the California Business & Professions Code, or the California Labor Code (and/or all applicable Wage Orders or California Code of Regulations); and all claims for interest, penalties, premiums, and/or attorney's fees in connection with any of the preceding claims (including Lab. Code §§ 210, 216, 218.5, 218.6, 226, 226.3, Cal. Civ. Code §§ 3287, 3287(b), 3289, Cal. Civ. Proc. Code § 1021.5);

(b) Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices and/or punitive damages alleged; and

(c) Any claims under the Fair Labor Standards Act ("FLSA" or 29 U.S.C § 201 *et seq.*). In addition, to the extent required by law, the cashing of the settlement check by the Qualified Class Member shall be deemed an opt-in for purposes of releasing the Released Parties from any claims predicated under the FLSA that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Settlement Class. The Settlement Administrator shall include a legend on the settlement check stating: "By cashing this check, I am opting into the settlement in *Serenity Spindel v. Solacium Holdings LLC dba Embark Behavioral Health*, United States District Court for the Northern District of California, Case No. 5:24-cv-00552-EKL under the Fair Labor Standards Act, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement." The release shall be given full res judicata and collateral estoppel effect upon entry of judgment.

<u>Release by Aggrieved Employees</u>. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Court of San Joaquin County (Dairy)*, 46 Cal.4th 969 (2009), and *Cardenas v. McLane Foodservice, Inc.*, 2011 WL 379413 at *3 (C.D. Cal. Jan. 31, 2011), subject to the occurrence of the Effective Date and Defendant's full payment of the Gross Fund and all employer side payroll taxes due hereunder, all non-exempt Aggrieved Employees, including those who exclude themselves from the Class, shall release the Released Parties from the Released PAGA Claims, including those who exclude themselves from the Class, shall release the Released Parties from the Released PAGA Claims by Aggrieved Employees.

The "Released PAGA Claims" means the claims released by the PAGA Settlement Group Members pursuant to PAGA (Lab. Code § 2698 *et seq.*) for all civil penalties alleged in the Amended PAGA Letter to the LWDA and/or the Operative Complaint as well as any potential claims reasonably arising out of the same set of operative facts alleged in the Amended PAGA Letter and/or the Operative Complaint reasonably related to the allegations in the Amended PAGA Letter and/or the Operative Complaint against Defendants or Released Parties for work performed during the PAGA Settlement Covered Period as follows: all claims for PAGA civil penalties reasonably related to claims for unpaid wages (minimum wages and overtime), missed meals and rest breaks (and related premiums), failure to maintain records, failure to provide all wages owed in a timely manner, inaccurate wage statements, failure to provide sick days, sick pay and/or adequate notice, failure to prove personnel files, waiting time penalties, and failure to reimburse for business expenses.

The "Released Parties" are Defendant, as well as each and all of its past and present direct or indirect parents, subsidiaries, predecessors, successors, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, managing agents, insurers, reinsurers, shareholders (both legal and beneficial), attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns, trustees and legal representatives, and any individual or entity which could be jointly liable with Defendant.

The "Effective Date" is the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing Final Approval and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, i.e., 65 days from the date the court grants final approval and enters judgment; or, if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed within that timeframe, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

<u>Conditions of Settlement</u>. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of judgment.

V. What options do I have?

A. **<u>Do Nothing and Participate in the Settlement</u>**. Under the Settlement, you will <u>automatically</u> receive a Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Work Weeks and/or Pay Periods credited, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

B. **<u>Exclude Yourself from the Class Claims in the Settlement</u>**. If you do not wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a "Request for

Exclusion from the Class Claims in the Class Action Settlement" letter/card postmarked no later than October 21, 2026, with your full name, address, telephone number, last four digits of your social security number, and signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE SOLACIUM LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION PORTION OF THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator, ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781, (888) 845-6185 postmarked (or, if sent by fax, transmitted and received) no later than October 21, 2026. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement with respect to the Class Claims, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any money for the Class Claims under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, with respect to the Class Claims. You still will be bound by this Settlement with respect to the release of the PAGA Claims.

C. **Object to Settlement**. You also have the right to object to the terms of the Settlement with respect to the Class Claims if you believe they are unfair or unreasonable. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Class Claims portion of the Settlement, you must submit a written objection stating your full name, your address, your telephone number, the last four digits of your social security number, your dates of employment with Solacium, the case name and number, the name and address of your attorney(s) if you are represented, your signature, and each specific reason in support of your objection. You must also include any documentation or evidence in support of the objection, if any. Objections must be in writing and mailed or faxed to the Settlement Administrator, ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781, (888) 845-6185 by no later than October 21, 2026. Objections that do not include all required information, or that are not submitted timely, may not be considered by the Court. You need not object to the Settlement if you only dispute the number of Work Weeks and/or Pay Periods credited. To dispute the number of the number of Work Weeks and/or Pay Periods credited, please refer to the directions provided under the provision entitled "Calculation of Individual Settlement Payments to Class Members" in Section IV of this Notice.

If you choose to object to the Class Claims portion of the Settlement, you may also appear at the Final Approval Hearing scheduled for December 2, 2026, at 10;00 a.m. in Courtroom 7 of the United States District Court for the Northern District of California, Robert F. Peckham Federal Building & United States Courthouse, 280 South 1st Street, Room 2112, San Jose, CA 951131. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before October 21, 2026. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VI. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by Solacium in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and released the Class Claims in this Lawsuit, described above in Section IV under the provision titled "Release of Class Claims." All Aggrieved Employees will be deemed to have entered into a release of the PAGA Claims, described above in Section IV under the provision titled "Release by Aggrieved Employees." If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, including Class Counsel's request for attorneys' fees and reimbursement of documented litigation costs, and the Service Payment to the Class Representative on December 2, 2026 at 10:00 a.m. in Courtroom 7 of the United States District Court for the Northern District of

California, Robert F. Peckham Federal Building & United States Courthouse, 280 South 1st Street, Room 7, San Jose, CA 95113. You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

VIII. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you can access an electronic version of this Notice and other important documents in this Lawsuit, including the Settlement Agreement and operative complaint, by visiting this website: https://ilymgroup.com/SolaciumH. You may also contact Class Counsel at the contact information listed in Section III above. Additionally, you may inspect the pleadings, records, and other papers on file in this lawsuit by visiting the United States District Court for the Northern District of California, Robert F. Peckham Federal Building & United States Courthouse, 280 South 1st Street, Room 7, San Jose, CA 95113. Lastly, you can also access records for this Lawsuit by utilizing the online access for such files provided by the United States District Court for the Northern District of California, located at: https://pacer.uscourts.gov/file-case/court-cmecf-lookup/court/CANDC.

IX. Reminder as to time limits

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion from the Class Claims is October 21, 2026. The deadline for submitting an objection to the Settlement Administrator is October 21, 2026.

These deadlines will be strictly enforced. To be considered timely, any Requests for Exclusion and objections to the Settlement must be postmarked or transmitted by fax by the above-stated deadlines. Any Requests for Exclusion and objections to the Settlement that are not postmarked or faxed on or before these deadlines will be deemed untimely and disregarded.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT