

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

SERENITY SPINDEL, an individual, on behalf
of herself and all others similarly situated,

Plaintiff,

vs.

SOLACIUM HOLDINGS LLC dba
EMBARK BEHAVIORAL HEALTH, a
Delaware limited liability company; and
DOES 1 to 100,

Defendants.

CASE NO. 5:24-cv-00552-EKL

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AND CERTIFICATION
OF A SETTLEMENT CLASS**

Re: Dkt. Nos. 43, 47

Before the Court is the unopposed Motion for Preliminary Approval of the proposed Class Action Settlement between Plaintiff Serenity Spindel (“Plaintiff”) and Defendant Solacium Holdings LLC dba Embark Behavioral Health (“Embark” or “Defendant”) on behalf of a proposed Class defined as “*All persons who worked for any Defendant in California as an hourly, non-exempt employee at any time during the period beginning four years before the filing of the initial complaint on November 20, 2023—i.e., November 20, 2019, through the date of preliminary approval of the Settlement Agreement*” (the “Class”).

Having reviewed and considered the parties’ proposed Settlement Agreement and the unopposed Motion for Preliminary Approval of the Class Action Settlement, the Court makes the findings and grants the relief set forth below, preliminarily approving the settlement outlined in the Settlement Agreement upon the terms and conditions set forth in this Order. All terms and phrases in this Order shall have the same meaning as they are defined in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court hereby (a) conditionally certifies, for purposes of implementing the Settlement Agreement only, a class consisting of defined as “all persons who worked for any Defendant in California as an hourly, non-exempt employee at any time during the period beginning four years before the filing of the initial complaint on November 20, 2023—i.e., November 20, 2019, through the date of preliminary approval of the Settlement Agreement”; (b) appoints Plaintiff as the representatives of the Class; (c) finds Class Counsel will fairly and adequately protect the interests of the Class; and (d) appoints James M. Treglio of Potter & Handy, LLP and Sam Karimzadeh of Law Office of Sam Karimzadeh as co-counsels for the Class (“Class Counsel”).

2. The Court preliminarily approves the Settlement of the action set forth in the Settlement Agreement as being fair, just, reasonable, and adequate to the Class and its members, subject to further consideration at the Final Approval Hearing.

3. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

4. Defendant is ordered to provide the Settlement Administrator, by no later than **August 5, 2026**, a Class List which will include each Class Member’s: (1) full name; (2) last known home address; (3) social security number; (4) start and end dates of work performed in California as a non-

1 exempt employee of defendant; (5) total work weeks and pay periods for work performed in
2 California during the Class Settlement Covered Period and PAGA Settlement Covered Period; and
3 (6) any other information required by the Settlement Administrator in order to effectuate the terms of
4 the Settlement Agreement.

5 5. The Court approves, as to form and content, the Class Notice, attached as Exhibit A to the
6 Supplemental Brief, ECF No. 53. The Court finds that distribution of the Notice of Settlement, in the
7 manner set forth in this Order and the Settlement Agreement, is reasonably calculated to apprise the
8 Class members, constitutes the best notice practicable under the circumstances, and constitutes valid,
9 due and sufficient notice to all members of the Class.

10 6. The Class Notice shall be disseminated by the Settlement Administrator in the manner and
11 form approved by this Court within fourteen (14) calendar days from the date Defendant provides the
12 Settlement Administrator the Class List, and by no later than **August 19, 2026**.

13 7. A hearing (the “Final Approval Hearing”) shall be scheduled to be held before this Court on
14 **December 2, 2026**, at 10:00 a.m. in courtroom 7 of this Court. At the Final Approval Hearing, the
15 Court shall determine:

- 16 a) Whether the terms of the Settlement, set forth in the Settlement Agreement, are fair,
17 reasonable, adequate, and in the best interests of the Class;
18 b) Whether Judgment, as provided for in the Settlement Agreement, should be entered
19 granting final approval of the Settlement; and
20 c) Whether and in what amounts of Class Counsels’ Fees and Expenses and Class
21 Representative’s Enhancement Payment, as provided for in the Settlement Agreement, shall
22 be paid from the Settlement Fund.

23 8. Any Class Member wishing to opt-out from the Class portion of the Settlement Agreement
24 (i.e., to not waive individual claims for relief encompassed by the Released Class Claims by Class
25 Members and not receive a portion of the Net Class Settlement Amount) must sign and facsimile or
26 postmark written Request for Exclusion to the Settlement Administrator within the Response
27 Deadline. The Response Deadline will be **October 21, 2026**. In the case of Requests for Exclusion
28 that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to

1 determine whether a Request for Exclusion has been timely submitted. Class Members who submit
2 timely requests to opt out of the Settlement will not receive payment from the Settlement and will not
3 be bound by the terms of the proposed Settlement or the final judgment (with the exception of claims
4 arising under the PAGA). Aggrieved Employees will receive their share of the employee portion of
5 the PAGA penalties and will be deemed to have released any claims arising out of PAGA, regardless
6 of whether they optout from the release of their class claims. A list of persons who requested exclusion
7 shall be filed with the Court by **November 12, 2026**.

8 9. Any member of the Settlement Class who elects to be excluded shall not be entitled to receive
9 any of the benefits of the Settlement Agreement, shall not be bound by the release of any claims
10 pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement Agreement
11 or appear at the Final Approval Hearing. The names of all persons timely submitting valid Requests
12 for Exclusion shall be provided to the Court.

13 10. To object to the Settlement Agreement, a Class Member must fax or postmark a valid Notice
14 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
15 Objection must be signed by the Class Member and contain all information required by this Settlement
16 Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage
17 Class Members to submit written objections to the Settlement Agreement or appeal from the order
18 and/or judgment. Class Counsel will not represent Class Members with respect to any such objections
19 to this Settlement. If a Class Member submits both a valid Request for Exclusion and a Notice of
20 Objection, the Notice of Objection shall be void and the Class Member will be deemed to have opted
21 out of membership as a Participating Class Member. Class Members will not be barred from
22 appearing at the final approval hearing if they have not complied with the objection procedures for
23 mailing objections to the Settlement Administrator.

24 11. Any objection not submitted as described in section 55 of the Settlement Agreement, or any
25 objection otherwise not properly or timely filed, will be invalid and the objector will be deemed to
26 have waived any objections, will be foreclosed from making subsequent objections, and the objector
27 shall be bound by the final determination of the Court. The Court will require only substantial
28 compliance with the requirements for submitting an objection.

12. Service of all papers on counsel for the parties shall be made as follows:

To Class Counsel:

James M. Treglio
POTTER HANDY LLP
100 Pine St., Ste. 1250
San Francisco CA 94111

SAM KARIMZADEH (SBN 319914)
sam@samesqlaw.com
LAW OFFICE OF SAM KARIMZADEH
1484 Pollard Road #3008
Los Gatos, CA 95032
Telephone: 408.669.0811

To Defendant's Counsel:

CHAD D. GREESON (SBN 251928)
cgreeson@littler.com
HELEN BRAGINSKY (SBN 282359)
hbraginsky@littler.com
LITTLER MENDELSON, P.C.
Treat Towers, Suite 600
1255 Treat Boulevard
Walnut Creek, CA 94597

13. Only a Class Member who has filed and served valid and timely notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear") at least fifteen days prior to the Final Approval Hearing and does not request exclusion, may be heard at the Final Approval Hearing. The requirement to file a notice of intention to appear may be excused by the Court upon a showing of good cause.

14. Any Class Member who does not make an objection in the time and manner provided shall be deemed to have waived such objection and forever shall be foreclosed from making any objection, and shall be bound by the final determination of the Court regarding the fairness or adequacy of the proposed Settlement as incorporated in the Settlement Agreement, adequacy of notice, the payment of Class Counsels' Fees and Expenses and Class Representative's Enhancement Payment, and/or the Judgment.

1 15. In the event that the proposed Settlement is not approved by the Court, this Order and all
2 orders entered in connection therewith shall become null and void, shall be of no further force and
3 effect, and shall not be used or referred to for any purposes whatsoever in this civil action or in any
4 other case or controversy. Furthermore, the Settlement Agreement and all negotiations and
5 proceedings directly related thereto shall be deemed to be without prejudice as of the date and time
6 immediately preceding the execution of the Settlement Agreement.

7 16. The Court reserves the right to adjourn the date of the final approval hearing and any
8 adjournment thereof without further notice to the members of the Class and retains jurisdiction to
9 consider all further applications arising out of or connected with the settlement. The Court may
10 approve the settlement, with such modifications as may be agreed to by the parties to the Settlement
11 Agreement, if appropriate, without further notice to the Class.

12 17. The Court retains continuing and exclusive jurisdiction over the action to consider all further
13 matters arising out of or connected with the Settlement, including the administration and enforcement
14 of the Settlement Agreement.

15 18. Pending final determination of whether the Settlement Agreement should be approved, neither
16 Plaintiff nor any Class Member may either directly, representatively, or in any other capacity,
17 commence or prosecute against Defendants any action or proceeding in any court or tribunal asserting
18 any of the claims alleged in the Action filed herein.

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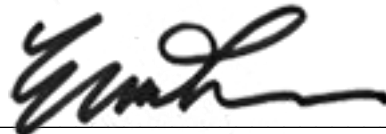
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19. The case shall proceed pursuant to the following schedule:

Event	Date
Last day for Defendant to provide the Settlement Administrator with Class List	August 5, 2026
Last day for Settlement Administrator to mail Settlement Notice to Class Members	August 19, 2026
Last day for Class Counsel to file motion for final approval of Settlement and application for the payment of Class Counsels' Fees and Expenses and Class Representatives' Incentive Awards, and Settlement administration expenses	September 2, 2026
Last day for Class Members to submit claim forms, file objections to settlement or to opt-out of the Class	October 21, 2026
Last day for the Parties to reply to any objections filed by Class Members	November 12, 2026
Hearing on motion for final approval of Settlement and application for the payment of Class Counsels' Fees and Expenses and Class Representatives' Incentive Awards, and Settlement administration expenses	December 2, 2026 at 10:00 a.m. U.S. District Court Courtroom 7, 4th Floor 280 South 1st St. San Jose, CA 95113

IT IS SO ORDERED.

Dated: July 6, 2026



Eumi K. Lee
United States District Judge