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17 dba EMBARK BEHAVIORAL HEALTH

18 UNITED STATES DISTRICT COURT
19 NORTHERN DISTRICT OF CALIFORNIA
20

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

23 Plaintiff,

24 vs.

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

27 Defendants.
28

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

CLASS ACTION

**JOINT STIPULATION FOR CLASS AND
PAGA REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

Judge: Hon. Eumi K. Lee

Complaint Filed: November 20, 2023

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

JOINT STIPULATION FOR CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE

1 **JOINT STIPULATION FOR CLASS AND PAGA REPRESENTATIVE ACTION**
2 **SETTLEMENT AND RELEASE**

3 This Joint Stipulation of Class and PAGA Representative Action Settlement and Release
4 (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff
5 SERENITY SPINDEL (“Plaintiff” or “Class Representative”), as an individual and on behalf of all
6 others similarly situated, and allegedly aggrieved employees, and Defendant SOLACIUM
7 HOLDINGS LLC DBA EMBARK BEHAVIORAL HEALTH (“Defendant”).

8 **DEFINITIONS**

9 The following definitions are applicable to this Settlement Agreement. Definitions contained
10 elsewhere in this Settlement Agreement will also be effective:

11 1. “Action” means *Serenity Spindel v. Solacium Holdings LLC dba Embark Behavioral*
12 *Health*, United States District Court for the Northern District of California, Case No. 5:24-cv-00552-
13 EKL (the “Action”).

14 2. “Aggrieved Employees” and “PAGA Settlement Group Members” is defined as all
15 persons who worked for any Defendant in California as an hourly, non-exempt employee at any time
16 during the period beginning one year and sixty-five (65) days before the filing of Plaintiff’s PAGA
17 Notice to the Labor and Workforce Development Agency on August 31, 2023—i.e., June 27, 2022,
18 through the date of preliminary approval of the Settlement Agreement, or pursuant to the provisions
19 of Paragraph 53.

20 3. “Amended PAGA Letter” means the amended PAGA letter filed with the Labor and
21 Workforce Development Agency on February 12, 2026.

22 4. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class
23 Counsel’s litigation and resolution of the Action, and all Court approved costs incurred and to be
24 incurred by Class Counsel in the Action, including but not limited to, costs associated with
25 documenting the Settlement, providing any notices to governmental agencies required as part of the
26 Settlement or Court Order, securing the Court’s approval of the Settlement, administering the
27 Settlement, obtaining entry of a Judgment terminating the Action, and expenses for any experts. Class
28 Counsel will request attorneys’ fees not in excess of twenty-five percent (25%) of the Gross Fund, or

1 \$75,000. Class Counsel will request verified litigation costs and expenses according to proof and
2 approval by the Court to be deducted from the Gross Fund.

3 5. "Class Counsel" means POTTER HANDY LLP and LAW OFFICE OF SAM
4 KARIMZADEH.

5 6. "Class List" means a complete list of all Class Members that Defendant will diligently
6 and in good faith compile from Defendant's records and provide to the Settlement Administrator
7 within thirty (30) calendar days after Preliminary Approval of this Settlement. The Class List will be
8 formatted in Microsoft Office Excel and will include each Class Member's: (1) full name; (2) last
9 known home address; (3) social security number; (4) start and end dates of work performed in
10 California as a non-exempt employee of Defendant; (5) total work weeks and pay periods for work
11 performed in California during the Class Settlement Covered Period and PAGA Settlement Covered
12 Period; and (6) any other information required by the Settlement Administrator in order to effectuate
13 the terms of the Settlement.

14 7. "Class Members" are defined as all persons who worked for any Defendant in
15 California as an hourly, non-exempt employee at any time during the period beginning four years
16 before the filing of the initial complaint on November 20, 2023—i.e., November 20, 2019, through
17 the date of preliminary approval of the Settlement Agreement, or pursuant to the provisions of
18 Paragraph 53.

19 8. "Class Notice" means the Notice of Class Action Settlement, substantially in the format
20 attached as **Exhibit A**.

21 9. "Class Settlement Covered Period" means the period from November 20, 2019, through
22 the preliminary approval or pursuant to the provisions of Paragraph 53.

23 10. "Class/PAGA Representative Enhancement Payment" means the amount to be paid to
24 Plaintiff in the Action in recognition of her effort and work in prosecuting the Action on behalf of
25 Class Members, and for Plaintiff's general release of claims. Subject to the Court granting final
26 approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff
27 will request Court approval of Class/PAGA Representative Enhancement Payment of \$5,000.00.

28 11. "Court" means the United States District Court for the Northern District of California.

1 12. “Defendant” means SOLACIUM HOLDINGS LLC dba EMBARK BEHAVIORAL
2 HEALTH.

3 13. “Effective Date” means the date this settlement is approved as provided herein and the
4 Court’s order granting approval and entry of Final Judgment becomes final and is no longer
5 appealable. For purposes of this Settlement, “becomes final and is no longer appealable,” shall mean
6 upon the later of: (i) the day after the last date by which a notice of appeal to the applicable Court of
7 Appeal of the order and judgment approving this settlement may be timely filed and none is filed; (ii)
8 if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial or otherwise, the
9 day after the last date for filing a request for further review of the order and judgment approving this
10 settlement passes, and no further review is requested; or (iii) if an appeal is filed and there is a final
11 disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the
12 order and judgment approving this settlement is requested, the day after the review is finally dismissed
13 or denied with prejudice and/or no further review of the judgment or order can be requested. The
14 Effective Date is a condition of performance of the obligations under this Settlement.

15 14. “Gross Fund” means the maximum agreed amount of \$300,000, to be paid by
16 Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims by Class
17 Members and Aggrieved Employees arising from the Action, which includes all Individual Settlement
18 Payments to Qualified Class Members and PAGA Settlement Group Members, Attorneys’ Fees and
19 Costs to Class Counsel, the Class/PAGA Representative Enhancement Payment to Plaintiff, the Labor
20 and Workforce Development Agency (“LWDA”) Payment, and Settlement Administration Costs to
21 the Settlement Administrator. This Gross Fund has been agreed to by Plaintiff and Defendant based
22 on the aggregation of the agreed-upon settlement value of individual claims in the Action. In no event
23 will Defendant be liable for more than the Gross Fund except as provided in Paragraph 53. The Gross
24 Fund includes employee payroll taxes. Defendant will be separately responsible for any employer-side
25 payroll taxes required by law, which shall be paid by Defendant in addition to the Gross Fund. There
26 will be no reversion of the Gross Fund to Defendant.

27 15. “Individual Settlement Payment” means each Qualified Class Member and PAGA
28 Settlement Group Member’s respective share of the Net Settlement Amount.

1 16. “Labor and Workforce Development Agency Payment” means the amount that the
2 Parties have agreed to pay to the LWDA in connection with the Labor Code Private Attorneys General
3 Act of 2004 (Cal. Lab. Code § 2698 *et seq.*) (“PAGA”) out of the PAGA Settlement Amount. The
4 Parties have agreed that \$30,000.00 of the Gross Fund will constitute the PAGA Settlement Amount
5 and be remitted in consideration for the resolution of PAGA Settlement Group Members’ claims
6 arising under PAGA during the PAGA Settlement Covered Period. Pursuant to PAGA, Seventy-Five
7 Percent (75%) of the PAGA Settlement Amount, or \$22,500.00, will constitute the Labor and
8 Workforce Development Agency Payment and Twenty-Five Percent (25%) of the PAGA Settlement
9 Amount, or \$7,500.00, will constitute the Net PAGA Settlement Amount to be paid to the PAGA
10 Settlement Group Members.

11 17. “Net Class Settlement Amount” means the portion of the Gross Fund remaining after
12 deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the PAGA
13 Settlement Amount, and Settlement Administration Costs. The Net Class Settlement Amount will be
14 distributed to the Qualified Class Members. There will be no reversion of the Net Class Settlement
15 Amount to Defendant if any funds cannot be distributed.

16 18. “Net PAGA Settlement Amount” refers to the 25% portion of the PAGA Settlement
17 Amount available for distribution to the PAGA Settlement Group Members. There will be no reversion
18 of the Net PAGA Settlement Amount to Defendant if any funds cannot be distributed.

19 19. “Notice of Objection” means a Class Member’s valid and timely written objection to
20 the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector’s
21 full name, signature, address, and telephone number, (ii) a written statement of all grounds for the
22 objection accompanied by any legal support for such objection, and (iii) copies of any papers, briefs,
23 or other documents upon which the objection is based, if any documents are a basis of the objection.

24 20. “Operative Complaint” means the First Amended Complaint filed in the Action in
25 conjunction with the Motion for Preliminary Approval. “PAGA Settlement Amount” means the
26 amount the Parties have agreed to allocate to the resolution of PAGA Claims during the PAGA
27 Settlement Covered Period. The Parties have agreed that \$30,000.00 of the Gross Fund will constitute
28 the PAGA Settlement Amount.

1 21. “PAGA Settlement Covered Period” means the period of time from June 27, 2022,
2 through the preliminary approval or pursuant to the provisions of Paragraph 53.

3 22. “Parties” means Plaintiff and Defendant, collectively.

4 23. “Pay Periods” means the number of pay periods worked by the PAGA Settlement
5 Group Members for any Defendant in California during the PAGA Settlement Covered Period. All
6 PAGA Settlement Group Members must be credited with at least one Pay Period.

7 24. “Plaintiff” means SERENITY SPINDEL.

8 25. “Preliminary Approval” means the Court order granting preliminary approval of the
9 Settlement Agreement.

10 26. “Qualified Class Members” means all Class Members who do not submit timely and
11 valid Requests for Exclusion and are thus entitled to a share of the Net Class Settlement Amount.

12 27. “Released Claims” means “Released Class Claims” and “Released PAGA Claims,”
13 collectively.

14 28. “Released Class Claims” means all claims that were alleged in the Operative Complaint
15 as well as any potential claims reasonably arising out of the same set of operative facts alleged in the
16 Operative Complaint or reasonably related to the allegations in the Operative Complaint against
17 Defendants or Released Parties for work performed during the Class Settlement Covered Period as
18 follows:

19 (a) Any claims for unpaid wages, including minimum wages and overtime (Lab.
20 Code §§ 90.5, 510, 558, 558.1, 1194, 1197, 1194.2, 1198, 1199 and/or all applicable Wage Orders);
21 failure to provide meal periods and/or meal period premium payments (Cal. Labor Code (“Lab. Code”)
22 §§ 218, 218.6, 226.7, 512, and/or all applicable Wage Orders); failure to provide rest breaks and/or
23 days of rest and/or rest break premium payments (Lab. Code §§ 226.7, 512, 516 and/or all applicable
24 Wage Orders); expense reimbursement (Lab. Code §§ 2800, 2802, 2802(a), 2804); failure to timely
25 pay wages (Lab. Code §§ 201-204, 210); failure to provide accurate wage statements (Lab. Code §§
26 226, 226(a), 226(a)(1),(2),(5) and (9), 226.2, 226.3); failure to provide sick days, adequate notice
27 and/or sick pay (Lab. Code §§ 245-248); failure to provide personnel records (Lab. Code § 1198.5);
28 claims for unfair competition and/or business practices based on the code sections listed above (Cal.

1 Bus. & Prof. Code § 17200 *et seq.*); all claims based on the foregoing under common law, the
2 California Business & Professions Code, or the California Labor Code (and/or all applicable Wage
3 Orders or California Code of Regulations); and all claims for interest, penalties, premiums, and/or
4 attorney's fees in connection with any of the preceding claims (including Lab. Code §§ 210, 216, 218,
5 218.5, 218.6, 226, 226.3, Cal. Civ. Code §§ 3287, 3287(b), 3289, Cal. Civ. Proc. Code § 1021.5);

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

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

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

1 time penalties, and failure to reimburse for business expenses.

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

10 31. "Release Period" means the Class Settlement Covered Period.

11 32. "Request for Exclusion" means a timely letter submitted by a Class Member indicating
12 a request to be excluded from the non-PAGA portion of the Settlement. The Request for Exclusion
13 must: (i) set forth the name, address, telephone number, and last four digits of the social security
14 number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be
15 returned to the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be
16 included in the Settlement; and (v) be faxed or postmarked on or before the Response Deadline.

17 33. "Response Deadline" means the deadline by which Class Members must postmark or
18 fax to the Settlement Administrator Requests for Exclusion, Notices of Objection or workweek
19 disputes. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the
20 Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
21 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on
22 which the U.S. Postal Service is open.

23 34. "Settlement Administrator" or "Administrator" means the third-party class action
24 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
25 administering the Settlement. The Parties each represent that they do not have any financial interest in
26 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
27 could create a conflict of interest.

28

1 35. “Settlement Administration Costs” means the costs payable from the Gross Fund to the
2 Settlement Administrator for administering the Settlement, including, but not limited to, printing,
3 distributing, and tracking documents for the Settlement, tax reporting, distributing the Gross Fund,
4 and providing necessary reports and declarations, as requested by the Parties. The Settlement
5 Administration Costs will be paid from the Gross Fund, with any excess in cost reducing the amount
6 available to distribute to the Qualified Class Members, and any short fall increasing the amount
7 available to distribute to the Qualified Class Members.

8 36. “Workweeks” means the number of workweeks that each Class Member worked for
9 any Defendant in California during the Class Settlement Covered Period. All Class Members must be
10 credited with at least one workweek.

11 **TERMS OF AGREEMENT**

12 Plaintiff, on behalf of herself, Class Members, PAGA Settlement Group Members, and
13 Defendant agree as follows:

14 37. Funding of the Gross Fund. Defendant will issue payment in the amount of the Gross
15 Fund of \$300,000 to the Settlement Administrator, which will be deposited into a Qualified Settlement
16 Account to be established by the Settlement Administrator. Defendant will pay employer’s share of
17 payroll taxes separately. After the Effective Date, the Gross Fund will be used for: (i) Individual
18 Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (iii) the
19 Class/PAGA Representative Enhancement Payment; (iv) Attorneys’ Fees and Costs; and (v)
20 Settlement Administration Costs. Defendant will issue payment in the amount of the Gross Fund
21 within twenty-one (21) business days of the Effective Date. Defendant shall submit any additional
22 payroll taxes within sixty (60) business days after receiving the calculations from the Settlement
23 Administrator and after the Effective Date.

24 38. Attorneys’ Fees and Costs. Class Counsel will file a motion for Attorneys’ Fees and
25 Costs of not more than twenty-five percent (25%) of the Gross Settlement Fund, or \$75,000, plus the
26 reimbursement of verified litigation costs and expenses associated with Class Counsel’s litigation and
27 settlement of the Action as requested pursuant to motion according to proof and approval by the Court,
28 both of which will be paid from the Gross Settlement Fund. The amount paid as and for attorneys’

1 fees, costs and expenses shall discharge any and all claims for such fees, costs, and expenses. A
2 reduction in these amounts by the Court is not grounds to void the Agreement.

3 39. Class/PAGA Representative Enhancement Payment. In exchange for a general and
4 complete release, and in recognition of Plaintiff's effort and work in prosecuting the Action on behalf
5 of Class Members, Defendant agrees not to oppose any application or motion for a Class/PAGA
6 Representative Enhancement Payment of \$5,000.00. A reduction in this amount by the Court is not
7 grounds to void the Settlement. The Class/PAGA Representative Enhancement Payment will be paid
8 from the Gross Settlement Fund and will be in addition to any Individual Settlement Payment Plaintiff
9 may be entitled to pursuant to the Settlement. The Class/PAGA Representative Enhancement Payment
10 will be characterized as taxable income and reported on IRS Forms 1099. The named Plaintiff will
11 sign a release of all claims known and unknown, including a full waiver of California Civil Code §
12 1542 with respect to the Released Parties. Plaintiff will be solely and legally responsible to pay any
13 and all applicable taxes on the Class/PAGA Representative Enhancement Payment.

14 40. Settlement Administration Costs. The Settlement Administrator will be paid for the
15 reasonable costs of administration of the Settlement and distribution of payments from the Gross
16 Settlement Fund, which shall not exceed the amount quoted (and ultimately billed) by the Claims
17 Administrator. These costs, which will be paid from the Gross Settlement Fund, will include, *inter*
18 *alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2
19 IRS Forms, distributing Class Notice, calculating and distributing the Gross Settlement Fund,
20 establishing and maintaining a settlement website in the manner described below and providing
21 necessary reports and declarations.

22 41. PAGA Settlement Amount and Distribution. Subject to Court approval, the Parties
23 agree that the amount of \$30,000.00 from the Gross Settlement Fund will be designated for satisfaction
24 of civil penalties arising out of the PAGA Claims during the PAGA Settlement Covered Period.
25 Pursuant to PAGA, Seventy-Five Percent (75%), or \$22,500.00, of this sum will be paid to the LWDA
26 and Twenty-Five Percent (25%), or \$7,500.00, will constitute the Net PAGA Settlement Amount. The
27 Net PAGA Settlement Amount paid to the PAGA Settlement Group Members will be calculated and
28 apportioned based on the number of Pay Periods a PAGA Settlement Group Member worked during

1 the PAGA Settlement Covered Period (regardless of whether they object to or are excluded from the
2 non-PAGA portion of the Settlement) on a pro rata basis.

3 42. Net Class Settlement Amount. The entire Net Class Settlement Amount will be
4 distributed to the Qualified Class Members. No portion of the Net Class Settlement Amount will revert
5 to or be retained by Defendant.

6 43. Individual Settlement Payment Calculations. Individual Settlement Payments will be
7 calculated and apportioned from the Net Class Settlement Amount based on the number of Workweeks
8 a Qualified Class Member worked during the Class Settlement Covered Period.

9 44. No Credit Toward Benefit Plans. The Individual Settlement Payments made to the
10 Qualified Class Members under this Settlement, as well as any other payments made pursuant to this
11 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which
12 any Class Members may be eligible. It is the Parties' intention that this Settlement will not affect any
13 rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

14 45. Administration Process. The Parties agree to cooperate in the administration of the
15 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred
16 in administration of the Settlement.

17 46. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval,
18 Defendant will provide the Class List to the Settlement Administrator.

19 47. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after receiving the
20 Class List from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members
21 via regular First-Class U.S. Mail, using the most current, known mailing address identified in the Class
22 List as updated by the process in Paragraph 48 below.

23 48. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
24 Administrator will perform a search based on the National Change of Address Database for
25 information to update and correct for any known or identifiable address changes. Any Class Notices
26 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will
27 be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the
28 Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no

1 forwarding address is provided, the Settlement Administrator will promptly attempt to determine the
2 correct address using a skip-trace, or other search using the name, address, and/or social security
3 number of the Class Member involved and will then perform a single re-mailing. Those Class
4 Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have between
5 the later of (i) an additional fifteen (15) calendar days or (ii) the Response Deadline to submit a Request
6 for Exclusion or an objection to the Settlement.

7 49. Class Notice. All Class Members will be mailed Class Notice. Each Class Notice will
8 provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's principal
9 terms; (iii) the Qualified Class definition; (iv) the total number of Workweeks the Class Member
10 worked for Defendant during the Class Settlement Covered Period; (v) each Class Member's estimated
11 Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi)
12 the dates which comprise the Class Settlement Covered Period; (vii) instructions on how to submit
13 Requests for Exclusion; Notices of Objection or Workweek disputes; (viii) the deadlines by which the
14 Class Member must postmark or fax Request for Exclusions, Notices of Objection or Workweek
15 disputes; and (ix) the claims to be released

16 50. Disputed Information on Class Notices. Class Members will have an opportunity to
17 dispute the Workweek information provided in their Class Notices. To the extent Class Members
18 dispute their employment dates or the number of Workweeks on record, Class Members may produce
19 evidence to the Settlement Administrator showing that such information is inaccurate. The Settlement
20 Administrator will decide the dispute. Defendant's records will be presumed correct, but the
21 Settlement Administrator will evaluate the evidence submitted by the Class Member and will make
22 the final decision as to the merits of the dispute. All disputes will be decided within five (5) business
23 days of the Response Deadline.

24 51. Defective Submissions. If a Class Member's Request for Exclusion is defective as to
25 the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s).
26 The Settlement Administrator will mail the Class Member a cure letter within three (3) business days
27 of receiving the defective submission to advise the Class Member that his or her submission is
28 defective and that the defect must be cured to render the Request for Exclusion valid. The Class

1 Member will have until the later of (i) Response Deadline or (ii) fifteen (15) calendar days from the
2 date of the cure letter, which ever date is later, to postmark or fax a revised Request for Exclusion. If
3 the revised Request for Exclusion is not postmarked or received within that period, it will be deemed
4 untimely.

5 52. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
6 Class portion of the Settlement Agreement (i.e., to not waive individual claims for relief encompassed
7 by the Released Class Claims by Class Members and not receive a portion of the Net Class Settlement
8 Amount) must sign and facsimile or postmark written Request for Exclusion to the Settlement
9 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to
10 the Settlement Administrator, the postmark date will be the exclusive means to determine whether a
11 Request for Exclusion has been timely submitted. Class Members who submit timely requests to opt
12 out of the Settlement will not receive payment from the Settlement and will not be bound by the terms
13 of the proposed Settlement or the final judgment (with the exception of claims arising under the
14 PAGA.) Aggrieved Employees will receive their share of the employee portion of the PAGA penalties
15 and will be deemed to have released any claims arising out of PAGA, regardless of whether they opt-
16 out from the release of their class claims.

17 53. Class Size. The Gross Settlement Fund was calculated based on the understanding that
18 between November 20, 2019, and April 24, 2025, the Class Members worked approximately 11,600
19 Workweeks. In the event the total Workweeks on the final class list are greater than 15%, at the option
20 of the Defendant, the Defendant shall either increase the Net Settlement Amount pro rata, with a 15%
21 grace margin (i.e., if the numbers increase by 16%, the Net Settlement Amount shall increase by 1%),
22 or elect to shorten the date for determining class membership such that the threshold is not exceeded
23 – i.e., such that there is not an increase in the number of workweeks of more than 15%.

24 54. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
25 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
26 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
27 Claims by during the Release Period, as well as any Judgment that may be entered by the Court if it
28 grants final approval to the Settlement. Class Members who choose to participate in this Settlement

1 by not opting out and cashing their checks (that will include language to the effect that cashing the
2 check will release their rights under the FLSA for any claims pled or that could have been pled based
3 on the factual allegations alleged in the operative Complaint or any Amended Complaint in the Action
4 or the LWDA letters; e.g., “By cashing this check, I am opting into the settlement in *Serenity Spindel*
5 *v. Solacium Holdings LLC dba Embark Behavioral Health*, United States District Court for the
6 Northern District of California, Case No. 5:24-cv-00552-EKL, under the Fair Labor Standards Act,
7 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement”), will
8 also be deemed to have opted in for purposes of the FLSA, and their Released Claims will include a
9 release of the FLSA claims based on claims alleged, or that could have been alleged based on the
10 factual allegations pled in the operative Complaint or any Amended Complaint in the Action. The
11 amounts to be distributed to the “Qualified Class Members” and “PAGA Settlement Group Members”
12 shall be distributed in a formula as mutually agreed upon by the Parties based on the number of
13 workweeks or pay periods for which Defendant paid the Class Members and Aggrieved Employees,
14 respectively.

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

26 56. Certification Reports Regarding Individual Settlement Payment Calculations. The
27 Settlement Administrator will provide Defendant’s counsel and Class Counsel a weekly report that
28 certifies the number of Class Members who have submitted valid Requests for Exclusion, objections

1 to the Settlement, and whether any Class Member has submitted a challenge to any information
2 contained in their Class Notice. Additionally, the Settlement Administrator will provide to counsel for
3 both Parties any updated reports regarding the administration of the Settlement Agreement as needed
4 or requested.

5 57. Distribution Timing of Settlement Payments. Within fifteen (15) calendar days of the
6 Funding of the Gross Fund, the Settlement Administrator will issue payments to: (i) Qualified Class
7 Members and PAGA Settlement Group Members, (ii) the LWDA, (iii) PAGA payments to Class and
8 PAGA Settlement Group Members who opted out of the non-PAGA portions of the Settlement, (iv)
9 Plaintiff, and (v) Class Counsel. The Settlement Administrator will also issue a payment to itself for
10 Court-approved services performed in connection with the Settlement.

11 58. Un-cashed Settlement Checks. The proceeds of any unclaimed funds and/or uncashed
12 checks remaining after 180 days of the check issuance date will be redistributed, if feasible (i.e., the
13 amount for redistribution is less than the cost of administration). If the costs of redistribution are more
14 than the amount to be redistributed, or any unclaimed amounts remain after the redistribution, the
15 Settlement Administrator shall issue a check of the unpaid residue or unclaimed or abandoned Class
16 Members and/or PAGA Settlement Group Member's funds to either a suitable neutral *cy pres*
17 beneficiary selected by the Parties (e.g., Second Harvest of Silicon Valley) or, in the event the Court
18 in which approval is sought does not approve a *cy pres*, the uncashed funds shall be distributed to the
19 Controller of the State of California to be held pursuant to the Unclaimed Property Law, California
20 Civil Code section 1500 *et seq.*, for the benefit of those Class Members who did not opt out of the
21 Settlement but did not cash their settlement checks until such time that they claim their property and
22 who will remain bound by the Settlement. In the event the latter course of action is selected, the Parties
23 agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384
24 as the entire Net Settlement Amount will be paid out to Qualified Class Members who do not opt out,
25 whether or not they cash their settlement share checks.

26 59. Certification of Completion. Upon completion of administration of the Settlement, the
27 Settlement Administrator will provide a written declaration under oath to certify such completion to
28 the Court and counsel for all Parties. The Settlement Administrator will be solely responsible for

1 preparation of the declaration, and the Settlement Administrator's failure to comply with this
2 requirement will not affect the Settlement's validity.

3 60. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
4 be allocated as follows: (i) one-third (1/3) of each Individual Settlement Payment will be allocated as
5 wages for which IRS Forms W-2 will be issued and (ii) two-thirds (2/3) will be allocated as non-wages
6 (for interest and penalties) for which IRS Forms 1099-MISC will be issued. Each PAGA Settlement
7 Group Member's LWDA Payment will be allocated as non-wages (for alleged interest and penalties)
8 for which IRS Forms 1099-MISC will be issued.

9 61. Administration of Taxes by the Settlement Administrator. The Settlement
10 Administrator will be responsible for issuing to Plaintiff, Qualified Class Members, PAGA Settlement
11 Group Members receiving payments from the LWDA Payment, and Class Counsel any W-2, 1099, or
12 other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
13 Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the
14 appropriate government authorities.

15 62. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
16 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying
17 on any statement, representation, or calculation by Defendant or by the Settlement Administrator in
18 this regard. The Settlement will be consideration for the release of taxable claims including claims
19 for wages, as well as non-taxable claims including civil and statutory penalties, liquidated damages,
20 and interest. The amounts paid as consideration for the release of wage-related claims shall be subject
21 to all tax withholdings customarily made from employees' wages and all other authorized and required
22 withholdings and shall be reported by W2 form. The amounts paid as consideration for the release of
23 penalties, liquidated damages and interest shall be subject to all authorized and required withholdings
24 other than the tax withholdings customarily made from employees' wages and shall be reported by
25 1099 form.

26 63. Circular 230 Disclaimer. Each party to this agreement (for purposes of this section, the
27 "acknowledging party" and each party to this agreement other than the acknowledging party, an "other
28 party") acknowledges and agrees that (1) no provision of this agreement, and no written

1 communication or disclosure between or among the parties or their attorneys and other advisers, is or
2 was intended to be, nor will any such communication or disclosure constitute or be construed or be
3 relied upon as tax advice within the meaning of the United States Treasury Department circular 230
4 (31 CFR part 10, as amended), (2) the acknowledging party (a) has relied exclusively upon his, her,
5 or its own, independent legal and tax counsel for advice (including tax advice) in connection with this
6 agreement, (b) has not entered into this agreement based upon the recommendation of any other party
7 or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication
8 or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed
9 on the acknowledging party, and (3) no attorney or adviser to any other party has imposed any
10 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless
11 of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
12 treatment or tax structure of any transaction, including any transaction contemplated by this
13 agreement.

14 64. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
15 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
16 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
17 of action or right herein released and discharged.

18 65. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
19 approve the Settlement as provided herein, or (ii) the Settlement does not become final for any other
20 reason, then this Settlement, and any documents generated to bring it into effect, will be null and void.
21 Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise
22 be treated as void from the beginning. Furthermore, if 10% or more of the Class Members opt-out of
23 the Settlement, or Class Members who represent more than 10% of the aggregate Workweeks opt-out
24 of the Settlement, then Defendant has in its sole discretion the option to nullify the Settlement which
25 shall thereafter be null and void. The amount of the Gross Fund is deemed a material term and
26 Defendant may revoke the agreement if the Court insists on a change that increases the obligation of
27 Defendant to pay an amount in excess of the Gross Fund. If Defendant exercises its right to nullify the
28 Settlement, Defendant shall be responsible for any and all costs incurred by the Settlement

1 Administrator to date. Changes requested by the Court to the allocation of funds between Class
2 Members and PAGA Settlement Group Members, or changes in the amount of attorneys' fees and
3 costs or enhancement awards to Plaintiff, or changes to the procedures accompanying the
4 administration of the Settlement will not form the basis for any party in the action to revoke this
5 Settlement.

6 66. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
7 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order
8 for: (i) conditional certification of the Settlement Class for settlement purposes only; (ii) preliminary
9 approval of the proposed Settlement Agreement; (iii) setting a date for a Final Approval/Settlement
10 Fairness Hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all
11 Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff
12 will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include
13 the proposed Class Notice, which is attached as **Exhibit A**. Class Counsel will be responsible for
14 drafting all documents necessary to obtain preliminary approval, but Defendant will have the right to
15 review the drafts prior to filing.

16 67. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
17 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
18 Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the
19 Final Approval of the Settlement Agreement along with the amounts properly payable for: (i)
20 Attorneys' Fees and Costs; (ii) the Class Representative Enhancement Payments; (iii) Individual
21 Settlement Payments; (iv) the LWDA Payment; and (v) all Settlement Administration Costs. The Final
22 Approval/Settlement Fairness Hearing will not be held earlier than fifteen (15) calendar days after the
23 Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain
24 final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs
25 application to be heard at the final approval hearing, but Defendant's counsel will have the right to
26 review the drafts.

27 68. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
28 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment

1 to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction
2 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement;
3 (ii) Settlement administration matters; and (iii) such post-Judgment matters as may be appropriate
4 under court rules or as set forth in this Settlement Agreement.

5 69. Release by Plaintiff. Upon the Effective Date, in addition to the claims being released
6 by all Qualified Class Members, Plaintiff will release and forever discharge the Released Parties, to
7 the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and
8 not asserted, which Plaintiff has or may have against the Released Parties as of the date of execution
9 of this Settlement Agreement, including Plaintiff's individual PAGA claims.

10 (a) As to the Plaintiff's Released Claims, the Plaintiff, understanding the
11 significance of this waiver, waives all rights and benefits afforded by Section 1542 of the Civil Code
12 of the State of California, which states:

13 A general release does not extend to claims that the creditor or
14 releasing party does not know or suspect to exist in his or her favor
15 at the time of executing the release and that, if known by him or her,
16 would have materially affected his or her settlement with the debtor
17 or releasing party.

18 70. Release by Aggrieved Employees. In light of the binding nature of a PAGA judgment
19 on non-party employees pursuant to *Arias v. Superior Court of San Joaquin County (Dairy)*, 46 Cal.4th
20 969 (2009), and *Cardenas v. McLane Foodservice, Inc.*, 2011 WL 379413 at *3 (C.D. Cal. Jan. 31,
21 2011), subject to Defendant's full payment of the Gross Fund and all employer side payroll taxes due
22 hereunder, all Aggrieved Employees, including those who exclude themselves from the Class, shall
23 have released all Released PAGA Claims.

24 71. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
25 the terms set forth in any attached exhibits, which are incorporated by this reference as though fully
26 set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

27 72. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
28 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements

1 may be deemed binding on the Parties, and no Party is relying on any representation not contained in
2 agreement.

3 73. Amendment or Modification. No amendment, change, or modification to this
4 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

5 74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
6 represent they are expressly authorized by Parties whom they represent to negotiate this Settlement
7 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
8 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
9 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
10 each other and use their best efforts to effectuate the Settlement. Any dispute between the parties in
11 preparing the Settlement Agreement shall be presented to David Lowe, Esq., or another mutually
12 agreeable mediator, for attempted resolution prior to seeking judicial intervention. The Parties will
13 split the costs of the mediator for any such time incurred by the mediator in reaching such resolution
14 and all Parties will bear their own attorneys' fees and other costs and expenses incurred.

15 75. Binding on Successors and Assigns. This Settlement Agreement will be binding upon
16 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

17 76. California Law Governs. All substantive terms of this Settlement Agreement and
18 exhibits hereto will be governed by and interpreted according to the laws of the State of California,
19 except to the extent Federal law applies.

20 77. Execution and Counterparts. This Settlement Agreement is subject only to the
21 execution of all Parties. However, the Settlement Agreement may be executed in one or more
22 counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign),
23 facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

24 78. Acknowledgement the Settlement Is Fair and Reasonable. The Parties believe this
25 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
26 this Settlement after arm's length negotiations with the assistance of an experience wage/hour
27 mediator and in the context of adversarial litigation, taking into account all relevant factors, present
28 and potential. The Parties further acknowledge that they are each represented by competent counsel

1 and that they have had an opportunity to consult with their counsel regarding the fairness and
2 reasonableness of this Settlement.

3 79. Invalidity of Any Provision. Before declaring any provision of this Settlement
4 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
5 possible consistent with applicable precedents so as to define all provisions of this Settlement
6 Agreement as valid and enforceable.

7 80. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
8 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
9 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
10 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

11 81. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate
12 to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is
13 not approved, the stipulation to certification will be void. The Parties further agree that certification
14 for purposes of the Settlement is not an admission that class action certification is proper under the
15 standards applied to contested certification motions and that this Settlement Agreement will not be
16 admissible in this or any other proceeding as evidence that either (i) a class action should be certified,
17 or (ii) Defendant is liable to Plaintiff or any Class Member or any other person or entity, other than
18 according to the Settlement's terms.

19 82. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
20 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
21 entering into this Settlement, Defendant does not admit, and specifically denies, that Defendant
22 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant
23 to any statute or any other applicable laws, regulations or legal requirements; breached any contract;
24 violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other
25 unlawful conduct with respect to its employees or anyone else. Neither this Settlement Agreement,
26 nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as
27 an admission or concession by Defendant of any such violations or failures to comply with any
28 applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this

1 Settlement Agreement and its terms and provisions will not be offered or received as evidence in any
2 action or proceeding to establish any liability or admission on the part of Defendant or to establish the
3 existence of any condition constituting a violation of, or a non-compliance with, federal, state, local
4 or other applicable law.

5 83. No Public Comment. Following the filing of the Motion for Preliminary Approval, the
6 Parties understand and agree that there may be media coverage of the Settlement not initiated by
7 Plaintiff or Defendant, directly or indirectly, as a result of the public filings. Notwithstanding the
8 foregoing, Plaintiff, Defendant, and their respective counsel agree that no Party shall issue any press
9 release to the news media, nor shall any Party disclose any information regarding this settlement in
10 their marketing materials or firm websites, nor shall any Party communicate in any way with news
11 media concerning the settlement of the Action. This provision shall not apply to or limit the public
12 filing of motions or other case materials in the Action related to seeking and obtaining Court approval
13 of the proposed Settlement Agreement, the fees and costs of Class Counsel, the Class/PAGA
14 Representative Enhancement Payment to the Class Representative, and the other relief set forth in this
15 Settlement Agreement. This provision shall not prohibit Class Counsel from listing this Action by
16 name in support of motions for appointments as class counsel, certification, attorneys' fees and costs,
17 or the like.

18 84. Encouragement of Class Members. The Parties to this Agreement and the counsel
19 representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any
20 Class Member to exclude himself or herself from this Settlement (opt out) or to object to it. However,
21 Class Counsel and Defendant may respond to inquiries from Class Members. Class Counsel and
22 Defendant's counsel represent, through their signatures below, that they have not taken any action
23 prior to signing this Agreement that would encourage any Class Member to exclude himself or herself
24 from this Settlement, or to object to it. Class Counsel represents and warrants that at the time of signing
25 this Agreement, it has no clients or prospective clients who are potential plaintiffs with potential or
26 actual causes of action against Defendant.

27 85. Waiver. No waiver of any condition or covenant contained in this Settlement
28 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to

1 imply or constitute a further waiver by such Party of the same or any other condition, covenant, right
2 or remedy.

3 86. Enforcement of Actions. In the event that one or more of the Parties institutes any legal
4 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
5 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
6 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
7 including expert witness fees incurred in connection with any enforcement actions.

8 87. Mutual Preparation. The Parties have had an opportunity to negotiate the terms and
9 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
10 construed more strictly against one party than another merely by virtue of the fact that it may have
11 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
12 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
13 Agreement.

14 88. Representation by Counsel. The Parties acknowledge that they have been represented
15 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
16 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
17 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

18 89. All Terms Subject to Final Court Approval. All amounts and procedures described in
19 this Settlement Agreement will be subject to final Court approval.

20 90. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
21 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
22 Settlement Agreement.

23 Binding Agreement. The Parties warrant that they understand and have full authority to enter
24 into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
25 enforceable and binding on all parties and agree that it will be admissible and subject to disclosure in
26 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
27 might apply under federal or state law.

28 [Signatures on the page that follows:]

1 DATED: 02/26/2026

Serenity Spindel

8AFAE62C550B6D19AB735D4B2E548897

ready2sign

SERENITY SPINDEL
Plaintiff/Class Representative

2
3
4 DATED: 03/26/2026

Alec Dorman

SOLACIUM HOLDINGS LLC DBA EMBARK
BEHAVIORAL HEALTH
Defendant

By: Alec Dorman
Its: ~~SVP of Finance~~

CFO

9
10 APPROVED AS TO FORM

11 POTTER HANDY LLP

James M. Treglio

E66D4686FB3D25DD70C737C7645D4A67

ready2sign

12
13 DATED: 02/26/2026

MARK D. POTTER
JAMES M. TREGLIO
ATTORNEYS FOR PLAINTIFF
SERENITY SPINDEL

14
15
16 LAW OFFICE OF SAM KARIMZADEH

Sam Karimzadeh

AB04714FE2D686A266A70E29961FBEC8

ready2sign

17
18 DATED: 02/26/2026

SAM KARIMZADEH
ATTORNEYS FOR PLAINTIFF
SERENITY SPINDEL

19
20
21 LITTLER MENDELSON P.C.

Chad D. Greeson

22
23 DATED: 3/26/26

CHAD D. GREESON
HELEN BRAGINSKY
Attorneys for Defendant
SOLACIUM HOLDINGS LLC dba
EMBARK BEHAVIORAL HEALTH