SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement" or "Settlement") is reached by and between Plaintiff Beata McCrary ("Plaintiff"), individually and on behalf of all members of the Settlement Class (defined below), on the one hand; and Defendant Treatment and Development, Inc. ("Defendant" or "TDI"), on the other hand. Plaintiff and Defendant are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class are represented by Abramson Labor Group ("Class Counsel"). Defendant is represented by Annigian Ryan LLP ("Defense Counsel").

On March 29, 2023, Plaintiff filed a Class Action complaint against Defendant in San Bernardino County Superior Court (the "Court"), titled *Beata McCrary v. Treatment and Development, Inc.*, Case No. CIVSB2301906 (the "Action"). On June 5, 2023, Plaintiff filed the First Amended Complaint in the Action, alleging claims against Defendant for: (i) failure to pay overtime wages; (ii) meal period violations; (iii) rest period violations; (iv) wage statement violations; (v) waiting time penalties; (vi) failure to reimburse business expenses; (vii) unfair competition; and (viii) civil penalties under the Labor Code Private Attorneys' General Act ("PAGA"), Labor Code § 2698, *et seq*.

Given the uncertainty of litigation, the Parties wish to settle Plaintiff's claims on a classwide and representative basis. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For purposes of this Settlement only, Plaintiff and Defendant stipulate to the certification of a "Settlement Class," comprising both Class Members and PAGA Members, which shall be defined as:

   (a) Class Members**:** All current and former non-exempt employees of Treatment and Development, Inc. employed in California during the period from March 29, 2019 through December 31, 2025 (the "Class Period.").

   (b) PAGA Members: All current and former non-exempt employees of Treatment and Development, Inc. employed in California during the period from March 29, 2022 through December 31, 2025 (the "PAGA Period."). PAGA Members constitute a subset of the Settlement Class. Accordingly, any references to the Settlement Class herein include PAGA Members.

Defendant represents there are approximately 93 Settlement Class members.

The Parties agree that certification for purpose of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure in a non-settlement context. If for any reason this Settlement is not approved or is terminated, this agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement.

2. **Release by Settlement Class**. Upon the occurrence of the Effective Date (defined below) and the Settlement being fully funded by Defendant, Plaintiff and every Settlement Class member who does not opt out of the class portion of the Settlement ("Participating Class Members") will release and discharge Defendant from any and all causes of action, claims, rights, damages, and penalties under California law that are alleged in the First Amended Complaint in the Action or that could have been alleged based on the facts alleged in the First Amended Complaint in the Action, including but not limited to: (a) any alleged failure by TDI (1) to pay overtime wages, (2) to provide meal periods or pay meal period premium wages, (3) to authorize and permit rest periods or pay rest period premium wages, (4) to issue compliant wage statements, or (5) to timely pay wages at the end of employment, (6)

to reimburse business expenses; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq*., based on the alleged failures set forth in (a)(1) through (a)(6) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(6) above, including, without limitation, violation of California Labor Code sections 201-204, 226, 226.7, 512, 516, 558, 1194, 1198, 2802, 2804, or any other applicable state statute, rule and/or regulation (Wage Order), during the Class Period ("Released Class Claims"). In addition, all Settlement Class members (whether or not they opt out) who worked for TD in California at any point from March 29, 2022 through December 31, 2025 (the "PAGA Period") shall release any right or claim for civil penalties pursuant to the PAGA arising under the California Labor Code or Wage Orders based on the alleged failures set forth in (a)(1) through (a)(6) above, arising at any time during the PAGA Period ("Released PAGA Claims").

3. **Release by Plaintiff.** Upon the occurrence of the Effective Date and the funding of the Gross Settlement Amount and the employer-side taxes, and in exchange for her Class Representative Service Payment, Plaintiff, as the named Class Representative, agrees to further release Defendant from any and all claims, demands, rights, liabilities, and/or causes of action, of any form whatsoever, arising under federal, state or local laws, including but not limited to: any and all wage-and hour claims arising under the laws of the State of California, including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties, liquidated damages, and/or punitive damages (including claims under any applicable Industrial Welfare Commission Wage Order, the California Private Attorneys General Act, or any other provision of the California Labor Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the Family Medical Leave Act; the Fair Labor Standards Act; the Employee Retirement Income Security Act; the Occupational Safety and Health Act; the Worker Adjustment and Retraining Notification Act, as amended; the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.); the California Fair Employment and Housing Act; the California Government Code; the California Labor Code, any state, civil, or statutory laws, including any and all human rights laws and laws against discrimination; any other federal, state, or local statutes, codes, or ordinances; any common law, contract law, or tort law cause of action arising out of or related to Plaintiff's employment with Defendant through the date that Plaintiff signs this Agreement ("Plaintiff's Released Claims"). This release expressly excludes any workers' compensation claim that Plaintiff may have, any claims for unemployment insurance, or any other claims which cannot be released by law. As to the Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

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

4. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a "Gross Settlement Amount" or "GSA" of One Hundred Thirty-Two Thousand Five Hundred Dollars and Zero Cents ($132,500.00) in full and complete settlement of the Action, as follows:

   A. The Parties have agreed to engage Phoenix Settlement Administrators ("Phoenix") as the "Settlement Administrator" to administer this Settlement.

B. The Gross Settlement Amount shall be funded by Defendant no later than 10 Court days after the Effective Date. TDI shall deposit the Gross Settlement Amount funds with Phoenix.

C. This is a **non-reversionary** settlement. Subject to the Court's approval, the Gross Settlement Amount includes:

i. All payments to the Settlement Class;

ii. All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than $7,250.00;

iii. Up to $5,000.00 to Plaintiff as a Class Representative Service Payment, in recognition of Plaintiff's contributions to the Action and to the Settlement Class;

iv. Class Counsel attorney fees of one-third of the GSA (currently estimated to be $44,166.66), plus litigation costs and expenses incurred by Class Counsel in relation to the Action as supported by declaration, which are currently estimated to be no greater than $16,000.00;

v. The Parties have set aside $10,000.00 of the GSA as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or $7,500, will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, or $2,500.00, will be payable to certain Settlement Class Members as the "PAGA Amount" as discussed below.

D. Defendant's share of payroll taxes on any wage portion of the payments to the Settlement Class shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount. Defendant's share of payroll taxes shall be deposited by Defendant with the Settlement Administrator at the same time it deposits the Gross Settlement Amount.

E. **Release Period.** Defendant represents that Settlement Class members worked approximately 11,873 workweeks as non-exempt employees in California during the Class Period ("Workweeks").

5. **Effective Date.** The "Effective Date" of the settlement agreement shall be the day after both of the following have occurred: (i) final approval of the settlement is granted by the Court, and (ii) Judgment approving the settlement becomes Final. "Final" shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

6. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment from the Settlement ("Settlement Award"). Settlement Awards will be determined and paid as follows:

A. The Settlement Administrator will deduct from the Gross Settlement Amount the Court-approved amounts for Class Counsel's attorneys' fees and litigation costs, Plaintiff's Class Representative Service Payment, the Settlement Administrator's administration costs, and PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount" or "NSA." Settlement Awards will be the total of each Settlement Class member's (i) payment from the NSA and (ii) payment, if any, from the PAGA Amount, as described below.

B. Payments from the Net Settlement Amount: The NSA will be distributed to all Participating Class Members based on each Participating Class Member's proportionate number of Workweeks worked for TDI. The Settlement Administrator will calculate each Participating Class Member's payment from the NSA by multiplying the NSA by a fraction, the numerator of which is the Participating Class Member's number of Workweeks, and the denominator of which is the total Workweeks worked by all Participating Class Members.

C. Payments from the PAGA Amount: PAGA Members will receive a payment from the PAGA Amount, which totals $2,500.00, as set forth in Section 4.C.v above. A payment from the PAGA Amount shall be allocated to all PAGA Members based on each PAGA Member's proportional number of pay periods worked during the PAGA Period ("PAGA Pay Periods"). Specifically, each PAGA Member's payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Member's number of PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods of all PAGA Members.

D. Within seven (7) business days following Defendant's deposit of the Gross Settlement Amount and the employer's share of payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Awards, and provide the same to Class Counsel and Defense Counsel for review and approval. Within five (5) business days of (i) the occurrence of the Effective Date and (ii) receiving approval of its calculations by counsel, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to Settlement Class members, as well as the Class Representative Service Payment to Plaintiff, the LWDA's PAGA payment to the LWDA, and Class Counsel's attorneys' fees and costs to Class Counsel. The Settlement Administrator shall simultaneously pay all applicable withholdings to the applicable authorities with the necessary reports, submitting copies to Defense Counsel.

E. For purposes of calculating applicable taxes and withholdings for payments, each Settlement Award shall be allocated as follows: for amounts paid from the PAGA Amount, 100% penalties; for amounts paid from the Net Settlement Amount, 1/3 wages, and 1/3 interests, and 1/3 as penalties. The Settlement Administrator shall issue to Settlement Class members an IRS Form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated as penalties and interest. As stated above, Defendant is responsible for the employer's share of the payroll taxes on the wage portion of the Settlement Awards, and these taxes will not be deducted from the Gross Settlement Amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable bonus, benefit, or retirement plan, unless required by such plans. Neither Plaintiff, Defendant, nor their respective counsel are giving any tax advice in connection with the settlement or any payments to be made pursuant to this settlement. Each Settlement Class member agrees to hold harmless Plaintiff, Defendant, and their respective counsel from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay his or her share of taxes, interest, fees, or penalties owed.

F. Each Settlement Class member who is mailed a Settlement Award must cash his/her Settlement Award check within 180 days from the date the Settlement Administrator mails it. Any funds payable to a Settlement Class member whose check is not cashed within 180 days after mailing will be deposited by the Settlement Administrator with the California Unclaimed Property Fund, in the name of the Settlement Class member whose check is not cashed. If any Settlement Award check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall perform a "skip trace" for the Settlement Class member to whom the Settlement Award was mailed and shall re-mail the Settlement Award to any new address obtained through the skip trace.

G. Neither Plaintiff nor Defendant, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

7. **Attorneys' Fees and Costs.** Class Counsel will request a total award of attorneys' fees of one-third of the Gross Settlement Amount (currently estimated at $44,166.66), plus actual costs and expenses as supported by declaration in an amount not to exceed $16,000.00. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised and any appeals necessitated by those objections. As noted above, the Settlement Administrator will mail Class Counsel the attorneys' fees and cost award when it mails the Settlement Awards to Settlement Class members. The Settlement Administrator will issue Class Counsel an IRS Form 1009 when the Settlement Administrator pays the fee and cost award approved by the Court.

8. **Class Representative Service Payment.** Plaintiff will request, and Defendant will not oppose, a Class Representative Service Payment of $5,000.00 from the Gross Settlement Amount for Plaintiff, in recognition of Plaintiff's time and risks undertaken in prosecuting the Action, and her service to the Settlement Class. This Class Representative Service Payment will be in addition to Plaintiff's Individual Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 by the Settlement Administrator. The Settlement Administrator will mail Plaintiff the Class Representative Service Payment when it mails the Settlement Awards to Settlement Class members.

9. **Settlement Administrator.** The Parties will request the appointment of Phoenix as Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to $7,250.00 from the Gross Settlement Amount for the Settlement Administrator's services. The Settlement Administrator shall be responsible for administering the Settlement. Among other things, the Settlement Administrator will be responsible for sending notices to Settlement Class members, calculating Settlement Awards and preparing all checks and mailings, posting the Judgment to its website, and other duties as described in this Settlement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Settlement Awards have been mailed to Settlement Class members. Any funds allocated for the Settlement Administrator that are not approved by the Court, will revert to the Net Settlement Amount.

10. **Preliminary Approval.** Within forty-five (45) calendar days after execution of this

Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for purposes of this Settlement;

B. Appointing Abramson Labor Group as Class Counsel;

C. Appointing Plaintiff as Class Representative for the Settlement Class;

D. Approving Phoenix as Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Estimated Settlement Award, attached hereto as Exhibits A and B, respectively), and directing the mailing of same in English and Spanish; and

G. Scheduling a Preliminary Approval hearing.

11. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

A. Within ten (10) Court days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the name, employee ID number, last known address, last known phone number, social security number, number of Workweeks employed by Defendant in California as a non-exempt employee during the Class Period, and number of pay periods employed by Defendant in California as a non-exempt employee during the PAGA Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.

B. Within ten (10) business days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the addresses of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member, and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to Settlement Class members; and (v) after receiving approval from all counsel, mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. <u>Requests for Exclusion.</u> Any Settlement Class member who wishes to opt-out of the class portion of the Settlement must complete and email or mail a Request for Exclusion (defined herein) to the Settlement Administrator on or before sixty (60) calendar days after the date of the initial mailing of the Notice Packets (the "Response Deadline"). The Request for Exclusion is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member's name, address, and telephone number; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be emailed or postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the

Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this settlement. The date of the email or postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who excludes himself or herself from the Settlement Class will not be entitled to any recovery under this Settlement (except for any share from the PAGA Amount, if applicable), will not be bound by the terms of the Settlement (except for release of the PAGA Released Claims, if applicable), and will not have any right to object, appeal, or comment thereon. The Settlement Administrator will provide the Parties with weekly updates regarding the number of Requests for Exclusion received.

D. Objections. Participating Class Members may object to the Settlement either by mailing or emailing a written objection to the Settlement Administrator, and/or by appearing at the Final Approval Hearing and objecting verbally. The Settlement Administrator shall, within two (2) business days of receipt, serve any written objection(s) as received on Class Counsel and Defense Counsel, and Class Counsel shall then file all such objections with the Court. Defense Counsel and Class Counsel shall file and serve any responses to written objections no later than five (5) calendar days prior to the Final Approval hearing. To be valid, any written objection must: (1) contain the objecting Participating Class Member's full name, current address, telephone number, and e-mail address, as well as contact information for any attorney representing the objecting Participating Class Member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be emailed or postmarked no later than the Response Deadline. Absent good cause found by the Court, a Participating Class Member who wishes to submit a written objection but who fails to comply with the procedures set forth herein for written objections shall be deemed not to have submitted a written objection. Any attorney who intends to represent an objecting Participating Class Member at the Final Approval hearing must submit a Notice of Appearance to the Court and serve it on all Parties on or before the Response Deadline. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to object to the Settlement.

E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to Settlement Class members shall contain a Notice of Estimated Settlement Award, in which shall be disclosed the amount of the Settlement Class member's estimated Settlement Award as well as all of the information from Defendant's records used to calculate the Settlement Award, including the number of Workweeks worked, and the number of PAGA Pay Periods (if any) worked. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in their Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with counsel for the Parties to determine whether an adjustment to the Settlement Class member's Settlement Award is warranted. The Settlement Administrator shall determine the eligibility for, and amounts of, any Settlement Award under this Settlement. The Settlement

Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member within two (2) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned to the Settlement Administrator as undeliverable shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion, Objection, or dispute, as applicable. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the Settlement.

12. **Final Approval.** Following preliminary approval and the close of the period for submitting Requests for Exclusion, Objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

A. Granting final approval of the Settlement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiff's and Class Counsel's application for attorneys' fees, costs, Class Representative Service Payment, PAGA civil penalties to the LWDA, and settlement administration costs; and

C. Entering judgment pursuant to California Rule of Court 3.769.

13. **Non-Admission of Liability.** Defendant denies liability as to the matters alleged in the Action. Nothing in this Settlement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement. If Final Approval does not occur, the Parties agree that this Settlement is void, but remains protected by California Evidence Code § 1152.

14. **Confidentiality.** Plaintiff and Class Counsel agree that, prior to filing a Motion for Preliminary Approval, they will not disclose or publicize the Settlement contemplated herein, the fact of the Settlement, its terms or contents, or the negotiations underlying the Settlement, in any manner or form, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement as set forth herein, and except to Plaintiff's spouse or to Plaintiff's attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiff.

15. **Continuing Jurisdiction.** Except as otherwise specifically provided for herein, the Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise all

notices, the administration of the Settlement, and to hear and adjudicate any dispute arising from or related to the Settlement. The Parties agree that the Court has jurisdiction over the Settlement pursuant to California Code of Civil Procedure, Section 664.6 and California Rule of Court 3.769.

16. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement will not constitute a waiver of any other provision.

17. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: James Ryan and Jason Annigian, Annigian Ryan LLP, 333 N. Indian hill Blvd, Claremont, California 91711; jr@arllp.com; jason@arllp.com

if to Plaintiff: Fawn Bekam, Abramson Labor Group, 1700 W. Burbank Blvd., Burbank, CA 91506; fawn@abramsonlabor.com

18. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

19. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

20. **Entire Agreement.** This Settlement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

21. **Counterparts.** This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

22. **Cooperation in Drafting**. The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

AGREED TO AND APPROVED BY:

DATED: 4/24/2026

TREATMENT AND DEVELOPMENT, INC.

DocuSigned by:
Sabera Arastu
A79D64DD0AD240B...

By: Sabera Arastu
Its: CEO

DATED: 04/22/2026

Beata McCrary

Beata McCrary
Beata McCrary (Apr 22, 2026 10:24:31 PDT)

Plaintiff and Class Representative

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

APPROVED AS TO FORM:

ABRAMSON LABOR GROUP

DATED: 4/22/2026

By: /s/ Fawn Bekam
Fawn Bekam
Attorneys for Plaintiff

ANNIGIAN RYAN LLP

DATED: 4/24/2026

By: DocuSigned by: James T. Ryan 9DB83E45E8F542B...
James Ryan
Jason Annigian
Attorneys for Defendant