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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

BRIAN WOLFE, an individual,

Plaintiff,

v.

OCTAVE BEHAVIORAL, P.A., a Florida Corporation; OCTAVE BEHAVIORAL HEALTH, PC, a California Corporation; and DOES 1-50, inclusive,

Defendants.

Case No. CGC-26-634114

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

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This Settlement Agreement and Release of PAGA Claims (the "**Settlement Agreement**" or "**Settlement**" or "**Agreement**") is entered into by and between plaintiff Brian Wolfe ("**Plaintiff**"), individually and as proxy/agent for the State of California and the California Labor and Workforce Development Agency ("**LWDA**") to the maximum extent permitted by law, on the one hand, and defendants Octave Behavioral, P.A. and Octave Behavioral Health, PC (jointly, "**Defendants**" or "**Octave**"), on the other hand (collectively, the "**Parties**"), subject to the terms and conditions of this Agreement and the Court's approval. This Settlement Agreement supersedes any and all prior understandings (except for the Wolfe Individual Settlement Agreement, defined below, and any prior agreements regarding confidential information, trade secrets and the protection thereof, and/or arbitration of disputes) and is intended by the Parties to fully, finally and forever, resolve, discharge and settle the Released Claims (as defined below), subject to the terms and conditions hereof.

NOW, THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN the undersigned, that the Action (as defined below) shall be settled, subject to the approval of the Court, pursuant to the following terms and conditions:

1. DEFINITIONS

As used herein, for the purpose of this Settlement Agreement only, the following terms shall be defined as follows:

1.1 "**Action**" means the lawsuit filed by Plaintiff against Octave captioned *Brian Wolfe, an individual v. Octave Behavioral, P.A., et al.*, initiated on February 17, 2026, and pending in the Superior Court of the State of California for the County of San Francisco, Case No. CGC-26-634114.

1.2 "**Approval Date**" means the date on which the Court enters the Approval Order.

1.3 "**Approval Order**" means the Court order granting approval of this PAGA Settlement.

1.4 "**Operative Complaint**" means the complaint filed in the Action by Plaintiff on February 17, 2026, which is the operative complaint in the Action.

1.5 "**Court**" means the Superior Court of California, County of San Francisco.

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1.6 "**Defense Counsel**" shall mean and refer to Ruth Zadikany and C. Mitchell Hendy of Mayer Brown LLP.

1.7 "**Effective Date**" of the Settlement means the date on which the Court's Approval Order becomes final. Such Approval Order becomes final on the date the Court enters Judgment in this Action if no parties seek to intervene in the case. If there are intervenors (or proposed intervenors), the "Effective Date" means (a) the day after the last day by which a notice of appeal of the Approval Order may be timely filed with an appellate court, and none is filed; (b) if an appeal is filed and is finally disposed of by ruling, dismissal, denial or otherwise, the day after the last date for filing a request for further review of the appellate court's decision passes and no further review is requested; (c) if an appeal is filed and there is a final disposition by ruling, dismissal, denial or otherwise by the appellate court, and further review of the appellate court's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (d) if review is accepted, the day the appellate court affirms the Settlement.

1.8 "**Gross Settlement Amount**" means the non-reversionary gross sum of One Million, Three-Hundred and Forty-Five Thousand Dollars ($1,345,000.00), which shall be the total sum paid by Octave to settle this Action pursuant to this Settlement Agreement (prior to any escalator clause) inclusive of (a) the Individual PAGA Payments to be paid to PAGA Group Members; (b) the LWDA PAGA Payment to be paid to the LWDA; (c) the Settlement Administration Costs; and (d) Plaintiff's Counsel's attorneys' fees and costs approved by the Court. In no event shall the total amount payable by Octave pursuant to this Settlement be greater than or less than $1,345,000.00, except as set forth in the Escalator Clause (Section 3.4).

1.9 "**Group Members' PAGA Payment**" means 35% of the Net Settlement Amount.

1.10 "**Individual PAGA Payment**" means the PAGA Group Member's pro rata share of the Group Members' PAGA Payment calculated according to the number pay periods such PAGA Group Member worked during the PAGA Period.

1.11 "**LWDA PAGA Payment**" means 65% of the amount of the Net Settlement Amount.

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1.12 "**Net Settlement Amount**" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (a) Plaintiff's Counsel's attorneys' fees; (b) costs of suit incurred by Plaintiff's Counsel; and (c) Settlement Administration Costs.

1.13 "**PAGA**" means Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

1.14 "**PAGA Group Members**" means all clinicians, including Plaintiff, who were engaged with Defendants as independent contractors and who provided services for Defendants in the State of California at any time during the PAGA Period.

1.15 "**PAGA Group Member List**" means a list setting forth PAGA Group Member identifying information in Octave's possession, specifically each PAGA Group Member's name, last-known mailing address, Social Security/EIN number, and number of pay periods in which such individual performed work during the PAGA Period.

1.16 "**PAGA Period**" means the period from October 24, 2024 through the Approval Date, unless, if the escalator clause is triggered, pursuant to Section 3.4, Defendants choose to end the PAGA Period as of the date the Qualifying Threshold is reached.

1.17 "**Plaintiff's Counsel**" refers to the attorneys of record for the Plaintiff, Matthew Haulk and Jose Herrera of Haulk & Herrera LLP.

1.18 "**Released Claims**" means PAGA penalties for any and all causes of action, claims, rights, demands, debts, obligations, guarantees, liabilities, costs, expenses, attorneys' fees and costs, expert fees and costs, damages and actions of every nature and description, whether known or unknown, actual or potential, that were alleged in or could have been alleged based on the factual allegations contained in the Operative Complaint and/or the PAGA Notice (as defined below), arising during the PAGA Period, for civil penalties pursuant to PAGA, including claims for independent contractor misclassification; unpaid, miscalculated or untimely payment of wages due (including, without limitation, minimum, regular, overtime and double time wages); off-the-clock work; rounding; failure to provide legally-compliant meal periods and/or to properly pay associated premium pay; failure to authorize and permit legally compliant rest periods and/or to properly pay associated premium pay; failure to pay all wages timely at the time of termination;

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failure to pay all wages timely during employment; failure to provide compliant wage statements; failure to keep requisite payroll and other records; and failure to indemnify/reimburse for necessary business expenses; including, in violation of California Labor Code sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 226.8, 227.3, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and any applicable Industrial Welfare Commission Orders.

1.19 "**Released Parties**" means Defendants and their past, present and future parent companies, subsidiaries, predecessors, successors, affiliates, divisions, joint employers, co-employers and related companies and joint venturers, and all of their respective present or former officers, directors, employees, agents, registered representatives, attorneys, insurers, successors and assigns.

1.20 "**Releasing Parties**" means Plaintiff individually and as a proxy and agent of the LWDA on behalf of the PAGA Group Members, along with all persons purporting to act on their behalf or purporting to assert a claim under or through them, including, but not limited to, their spouses, dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, estates, administrators, transferees, trustees, conservators, guardians, personal representatives, legal, equitable, direct or indirect, or any other type or in any other capacity.

1.21 "**Settlement Administrator**" means ILYM Group, Inc., the third-party company agreed to by the Parties, subject to the Court's approval, that will perform the duties of, among other things: (a) taking appropriate steps to trace and locate any PAGA Group Members whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated; and (b) calculating Individual PAGA Payment amounts for PAGA Group Members.

1.22 "**Settlement Administration Costs**" means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement, currently estimated not to exceed **$9,000**.

1.23 Additional defined terms appear where needed below.

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2. DESCRIPTION OF THE LITIGATION

2.1 Procedural History

(a) On October 24, 2025, Plaintiff Brian Wolfe sent a letter to the LWDA notifying it of his intent to bring a claim against Octave Behavioral, P.A. for civil penalties under PAGA on behalf of other aggrieved employees.

(b) On February 17, 2026, Plaintiff sent a second letter to the LWDA notifying it of his intent to bring a claim against Octave Behavioral Health, PC for civil penalties under PAGA on behalf of other aggrieved employees. The October 24, 2025 and February 17, 2026 letters are jointly referred to herein as the "**PAGA Notice.**"

(c) On February 17, 2026, Plaintiff initiated this Action by filing a class action complaint in the Superior Court of the State of California, San Francisco County, Case No. CGC-26-634114, on behalf of aggrieved employees, alleging a single cause of action for civil penalties under PAGA predicated on the following violations of the California Labor Code: (1) willful independent contractor misclassification in violation of California Labor Code § 226.8; (2) failure to pay wages for all hours worked (including overtime) in violation of California Labor Code §§ 510, 1194, 1194.2; (3) failure to provide all required meal periods and rest breaks or to pay premium wages in lieu thereof in violation of California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (4) failure to timely pay wages in violation of California Labor Code § 204; (5) failure to provide accurate wage statements in violation of California Labor Code §§ 226 and 226.3; (6) waiting time penalties under California Labor Code §§ 201-203; (7) failure to reimburse for necessary business expenses in violation of California Labor Code § 2802; (8) violations of the applicable IWC Wage Order, including concerning "Hours and Days of Work," "Minimum Wages," "Reporting Time Pay," "Records," "Meal Periods," and "Rest Periods."

(d) Defendants contend that Plaintiff's arbitration agreement requires his individual PAGA claim to be resolved through arbitration. Plaintiff, on the other hand, contends that this is a "headless" PAGA action and that Plaintiff is therefore not required to arbitrate his individual claim. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute the penalties claimed by Plaintiff, and further deny that a

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representative action is appropriate. Defendants contend, among other things, that at all times, they have complied with all applicable laws and regulations relating to Plaintiff's and the PAGA Group Members' engagement, including, without limitation, the California Labor Code, the California Business and Professions Code, the California Code of Regulations and the applicable Wage Orders.

(e) Plaintiff believes that this Action is meritorious and that representative action treatment is appropriate.

(f) In April 2026, the Parties agreed to participate in a private mediation. In advance of the mediation, the Parties conducted an investigation into the facts relating to the claims alleged in the Action and studied the legal principles applicable to the claims asserted against Defendants and Defendants' defenses thereto. This included, *inter alia*, reviewing information obtained from Defendants through informal discovery.

(g) On July 9, 2026, the Parties participated in a private mediation session before mediator Tagore Subramaniam, a mediator with significant experience mediating wage-and-hour and PAGA actions. During the mediation, the Parties discussed Plaintiff's claims and Defendants' defenses thereto. The Parties also analyzed the potential exposure of Defendants with respect to Plaintiff's claims, as well as potential risks that the Parties would face in litigating this Action through trial and potential appeal(s). The mediation lasted the entire day and allowed the Parties to better understand each other's respective positions as to the claims, defenses, Defendants' exposure and discounts to such exposure/liability. At the end of the mediation, the Parties ultimately accepted a mediator's proposal pursuant to which they agreed to resolve the Action based on the terms set forth herein for the amount of One Million, Three-Hundred and Forty-Five Thousand Dollars ($1,345,000.00), for an overall and comprehensive settlement inclusive of attorney's fees and costs, settlement administration costs and PAGA civil penalties.

(h) This Settlement Agreement resolves only the representative claim brought by Plaintiff, in his capacity as a proxy and agent for the State of California and the LWDA, under PAGA on behalf of the PAGA Group Members. Plaintiff's individual, non-PAGA claims against Defendants are being resolved separately and concurrently pursuant to a separate Individual

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Settlement Agreement and Release entered into by and between Plaintiff and Defendants (the "Wolfe Individual Settlement Agreement").

(i) Defense Counsel explained to Plaintiff's Counsel that Octave believes (i) Defendants have substantial factual and legal defenses to the claims asserted in the Action, which render the outcome of the Action substantially uncertain for Plaintiff, (ii) Defendants will prevail on summary judgment or at trial, and (iii) and that even if Defendants do not fully prevail, given the weakness of the claims and Defendants' good faith defenses (which demonstrate a lack of willfulness), the Court would not award significant PAGA penalties. Plaintiff's Counsel has explained to Defense Counsel that Plaintiff believes (i) he will prevail on summary judgment or at trial; (ii) the outcome is not uncertain; and (iii) significant penalties will be awarded based on the strength of the claims. The proposed Settlement provides expeditious relief and benefits to the PAGA Group Members and the LWDA, and it does so much sooner than would be possible than if the Parties' disputed positions were litigated in continued and ongoing litigation though trial and appeal.

(j) Plaintiff's Counsel has diligently investigated the claims alleged in the Action. Based upon Plaintiff's Counsel's discovery, independent investigation, and legal evaluation, and taking into account the sharply contested legal and factual issues, assessment of the uncertainties of complex litigation, and the relative benefits conferred upon the PAGA Group Members under this Settlement Agreement, Plaintiff's Counsel has concluded that that the terms of the settlement set forth herein are fair, just, reasonable, adequate and equitable to the PAGA Group, and are in the best interests of Plaintiff and the PAGA Group Members.

2.2 **Settlement of Disputed Claims**

(a) This settlement is a compromise of disputed claims and nothing contained in this Settlement or documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendants as to the merits of the claims asserted in the Action. Although Defendants deny liability, Defendants agree to this Settlement solely to avoid the cost of further litigation upon the terms set forth in this Settlement Agreement.

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The Parties specifically agree that Defendants' agreement to settle this matter is not and shall not be construed as an admission of any wrongdoing whatsoever.

(b) The Parties further stipulate and agree that the terms of the settlement set forth in this Settlement Agreement are the product of good faith, arms'-length negotiations between the Parties and their counsel of record, are consistent with public policy, and fully comply with applicable law.

3. TERMS OF SETTLEMENT

3.1 **Cooperation.** The Parties will cooperate in obtaining an order from the Court approving the Settlement. The Parties agree to use their best efforts to expedite the preparation and submission of the Settlement and related documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court or that are otherwise necessary to the approval and implementation of this Settlement, and shall otherwise use their respective best efforts to obtain Court approval of this Settlement. If this Settlement is terminated or canceled pursuant to its terms, the Parties shall be released from all remaining obligations under the terms of the Settlement.

3.2 **Gross Settlement Amount.** Subject to Court approval, and in consideration for the release of claims described in this Settlement Agreement, the Parties agree to settle this Action pursuant to the financial terms set forth below. Defendants agree to pay a non-reversionary gross Settlement Amount of One Million, Three Hundred and Forty-Five Thousand Dollars ($1,345,000.00), allocated as follows: (a) attorneys' fees to Plaintiff's Counsel in an amount approved by the Court, but not to exceed one-third of the Gross Settlement Amount (i.e., Four Hundred and Forty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($448,333.33)); (b) Plaintiff's Counsel's costs and expenses in an amount approved by the Court, but not to exceed Twelve Thousand Five Dollars ($12,500.00); (c) the Settlement Administration Costs in an amount approved by the Court, but not to exceed $9,000; (d) 65% of the balance to be allocated to the LWDA PAGA Payment; and (e) 35% of the balance to be allocated to the Group Members' PAGA Payment and paid to the PAGA Group Members *pro rata* based on the number

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of pay periods they were contracted with and performed work with Defendants during the PAGA Period. Following the Settlement Administrator's calculation of the Individual PAGA Payment amounts, Defendants will disburse the entire Net Settlement Amount without asking or requiring PAGA Group Members to submit any claim as a condition of payment.

3.3 **Distribution of the Net Settlement Amount.**

(a) Sixty-five percent (65%) of the Net Settlement Amount, referred to as the "**LWDA PAGA Payment**," shall be paid to the LWDA.

(b) Thirty-five percent (35%) of the Net Settlement Amount, referred to as the "**Group Members' PAGA Payment**," shall be distributed to the PAGA Group Members via Individual PAGA Payments, calculated as set forth below.

(c) The Settlement Administrator shall calculate the Individual PAGA Payments for PAGA Group Members such that they will be paid on a *pro rata* basis from the Group Members' PAGA Payment based on the number of pay periods each PAGA Group Member was contracted with and performed work with Defendants in California during the PAGA Period, divided by the aggregate number of pay periods all PAGA Group Members were contracted with and performed work with Defendants in California during the PAGA Period. The Parties agree that this formula for allocating the Group Members' Individual PAGA Payments is reasonable and that the Individual PAGA Payments provided for herein are designed to provide a fair settlement to the PAGA Group Members.

(d) Each PAGA Group Member will receive his/her respective Individual PAGA Payment without the need to complete or submit any claim forms. Individual PAGA Payments shall be distributed to PAGA Group Members only after entry of the Approval Order by the Court and the Effective Date of this Settlement within the time periods set forth in Section 5.

3.4 **Escalator Clause.** As of June 9, 2026, Defendants estimated that there were approximately 1,410 PAGA Group Members who were contracted with and performed work with Defendants in the State of California during the period from October 24, 2024 through June 9, 2026. If as of the Approval Date, the number of PAGA Group Members increases by more than

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10% (*i.e.*, there are more than 1,551 PAGA Group Members) (the "**Qualifying Threshold**"), Defendants will have the option of either (a) proportionally increasing the Gross Settlement Amount on a *pro rata* basis based on the increased number of PAGA Group Members in excess of the Qualifying Threshold; or (b) ending the PAGA Period as of the date the number of PAGA Group Members reached the Qualifying Threshold.

3.5 **Plaintiff's Counsel's Attorneys' Fees and Costs**

(a) As part of the Motion for Approval of the PAGA Settlement, Plaintiff's Counsel will request for the Court to approve an award of attorneys' fees in an amount up to one-third of the Gross Settlement Amount (i.e., Four Hundred and Forty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($448,333.33)) and reimbursement of litigation costs and expenses actually incurred by Plaintiff's Counsel in prosecuting this Action in an amount not to exceed Twelve Thousand Five Dollars ($12,500.00), both of which will be paid from the Gross Settlement Amount. In the event the Court awards Plaintiff's Counsel less than one-third in fees and/or less than $12,500.00 for reimbursement for costs and expenses, Plaintiff and Plaintiff's Counsel will not have the right to revoke the Settlement, and it will remain binding. However, Plaintiff's Counsel retains the right to appeal any reduction in fees and costs. The Court-approved attorneys' fees and costs shall be payable to Plaintiff's Counsel after the Effective Date of this Settlement, within the time periods set forth in Section 5. Plaintiff's Counsel shall be solely and legally responsible to pay all applicable taxes on the payment of attorneys' fees and costs made pursuant to this Paragraph. An IRS Form 1099 will be issued to Plaintiff's Counsel for the attorneys' fees award. This Settlement is not contingent upon the Court awarding Plaintiff's Counsel any particular amount in attorneys' fees and costs. Any amount requested by Plaintiff's Counsel for attorneys' fees and costs and not granted by the Court will be included in the Net Settlement Amount.

(b) Except as provided in this Settlement Agreement, Defendants will not be required to pay any other expenses, costs, or fees incurred by Plaintiff or any PAGA Group Member, or by any of their attorneys, experts, advisors, agents or representatives with respect to the Released Claims. Any award of attorneys' fees, costs, expenses and damages payable

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hereunder to Plaintiff's Counsel shall be in complete satisfaction of any and all claims for such attorneys' fees, costs, expenses, and damages under state or federal law, which Plaintiff, Plaintiff's Counsel, or any other counsel have or may have against Defendants arising in connection with the Action and its settlement, including, but not limited to, any claims for attorneys' fees, costs and expenses involved in litigating attorneys' fees, costs and expenses incurred through and after the final disposition and termination of this Action.

(c) Defendants contend that the substance of Plaintiff's Counsel's application for attorneys' fees and costs is not part of this Settlement Agreement and is to be considered separately from the Court's consideration of the Settlement. The outcome of any proceeding related to Plaintiff's Counsel's request for attorneys' fees and costs shall not terminate this Settlement Agreement or otherwise affect the Court's ruling on the PAGA Approval Motion except as addressed herein regarding appeal.

3.6 **Taxes and Withholdings**

(a) With respect to the Individual PAGA Payments paid to the PAGA Group Members, because the recovery potentially available under PAGA is limited to civil penalties, the Parties agree that such payments are not properly classified as wages subject to payroll taxes. Accordingly, there will be no tax withholdings deducted from the Individual PAGA Payments and an IRS Form 1099 will be issued by Defendants to each of the PAGA Group Members in connection with the Individual PAGA Payments as required by applicable law.

(b) PAGA Group Members shall be solely responsible for the reporting and payment of their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this Settlement. No party has made any representation to any of the other Parties as to the taxability of any payments pursuant to this Settlement, including the payments to PAGA Group Members, the payments to Plaintiff's Counsel, the allocation of Settlement proceeds to non-wage income, or otherwise as to the tax implications of any provision of this Settlement.

3.7 **Effect of Appeal.** If an appeal is taken from the award of Plaintiff's Counsel's attorneys' fees, costs and expenses, the appeal shall not affect the finality of the judgment as to the remainder of the terms of the Settlement.

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4. PROCEDURES FOR ADMINISTRATION OF SETTLEMENT

4.1 **Application for Approval of Settlement.** Promptly and in no event more than thirty (30) days after this Settlement Agreement is fully executed by the Parties, Plaintiff will file with the Court a Motion for Approval of this PAGA Settlement ("**PAGA Approval Motion**"), and shall appear for a hearing if the Court so orders. Plaintiff will submit this Settlement Agreement and any supporting papers to the Court, which shall set forth the terms of this Settlement. Plaintiff's Counsel will only file the PAGA Approval Motion following review and approval by Defense Counsel, after providing Defense Counsel with at least five (5) business days in advance of the filing and any deadline (including the time period set forth in this Paragraph) to review said Motion and the accompanying documents. Any proposed changes or revisions shall be incorporated by Plaintiff's Counsel to the extent Plaintiff's Counsel deems them reasonable. However, if Plaintiff's Counsel chooses not to incorporate Defendants' requested changes or revisions, Defendants reserve the right to file an objection and/or opposition to Plaintiff's Motion for Approval of the Parties' Settlement.

4.2 **Notice to LWDA**. Prior to or concurrently with the filing of Plaintiff's filing of the PAGA Approval Motion, Plaintiff shall submit to the LWDA a copy of this Settlement Agreement pursuant to the requirements set forth in Labor Code section 2699(1)(2).

4.3 **PAGA Group Member List**.

(a) No later than twenty-one (21) days after the Effective Date, Defendants shall transmit to the Settlement Administrator the PAGA Group Member List. To protect PAGA Group Member privacy rights, the Settlement Administrator must maintain the PAGA Group Member List in confidence, use the PAGA Group Member List only for purposes of this Settlement and not for other purposes, and restrict access to the PAGA Group Member List to Administrator employees who need access to it to effect and perform this Agreement. In addition, neither Defendants nor the Settlement Administrator will provide the PAGA Group Member List or the name, contact information and/or any financial information of PAGA Group Members to Plaintiff, Plaintiff's Counsel, or any other PAGA Group Member, or to any other person or entity.

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(b) Within fourteen (14) days of its receipt of the PAGA Group Member List, the Settlement Administrator will (1) access the National Change of Address ("**NCOA**") Database and any other databases used by the Settlement Administrator, (2) update the addresses provided by Defendants, (3) advise Defendants of the updated address, (4) calculate the Individual PAGA Payments for all PAGA Group Members, and (5) communicate to Defendants the calculated Individual PAGA Payments for all PAGA Group Members. All Settlement Administrator costs, whether foreseen or not, shall be paid from the Gross Settlement Amount, including the cost of searching for PAGA Group Member's addresses.

(c) The PAGA Group Member List and any other data provided by Defendants to the Settlement Administrator and/or Plaintiff's Counsel pursuant to this Settlement Agreement, shall be presumed to be accurate. If Defendants and the Settlement Administrator determine, based upon further review of available data, that a person previously identified as being a PAGA Group Member should not be so included, or if they identify a person who should have been included as a PAGA Group Member but was not so included. Defendant and the Settlement Administrator shall promptly delete or add such person as appropriate and immediately notify Plaintiff's Counsel prior to such deletions or additions (and the reasons therefore).

(d) Other than the obligations set forth in the Settlement Agreement, Plaintiff, Plaintiff's Counsel, Defendants, and the Settlement Administrator shall have no additional obligation to identify or locate any PAGA Group Member or have any liability in connection with the provision of information to the Settlement Administrator or otherwise.

(e) The time periods and methodologies set forth herein reflect the Parties' best current belief as to their ability to make such identification, and it is understood that Defendants, in undertaking the tasks set forth herein, shall use reasonable efforts to identify all PAGA Group Members and to collect the information required to be included in the PAGA Group Member List.

4.4 **No Encouragement of Objections or Appeals.** At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage PAGA Group Members to submit written objections to the settlement or appeal from the Approval Order and Judgment, to the extent such conduct by PAGA Group Members is permissible under applicable law.

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4.5 **Submission of Final Order to LWDA.** Within ten (10) days of the Court entering Judgment in this Action, Plaintiff shall submit to the LWDA a copy of the Approval Order and judgment pursuant to the requirements set forth in Labor Code section 2699(l)(3).

5. FUNDING OF SETTLEMENT.

5.1 Within Sixty-Five (65) days after the Effective Date, Defendants shall make the payments specified in this Settlement Agreement, including payment of Court-approved attorneys' fees and costs to Plaintiff's Counsel, payment of Settlement Administration Costs, payment of the LWDA PAGA Payment to the LWDA, and payment of the Individual PAGA Payments to each PAGA Group Member.

5.2 Defendants will make payments of the Individual PAGA Payments to each PAGA Group Member as follows: (a) for PAGA Group Members who at the time of payment are engaged with Defendants, via ACH direct deposit to the bank account such individuals have on file with Defendants ; and (b) for PAGA Group Members who at the time of payment are not engaged with Defendants, by paper check mailed to the most current address as determined by the Settlement Administrator. All checks issued shall indicate on their face that, consistent with standard bank procedures, they are void if not negotiated within one hundred eighty (180) days of their issuance as reflected on the date of the check. Any PAGA Group Member who fails to cash the settlement check within the one hundred eighty (180) day period provided herein shall nonetheless remain a PAGA Group Member and shall be bound by the terms and conditions of this Settlement Agreement.

5.3 After one hundred eighty (180) days of issuance, uncashed checks will be deposited with the State of California Controller's Unclaimed Property Funds in the name of the individual to whom the check had been addressed. The failure by any PAGA Group Member to claim or deposit any check shall have no effect on that PAGA Group Member's release of all Released Claims.

5.4 No person shall have any claim against the Settlement Administrator, Defendants or any of the Released Parties, the Plaintiff, any PAGA Group Member, Plaintiff's Counsel or

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Defense Counsel based on payments made substantially in accordance with this Settlement, or further orders of the Court.

6. RELEASE OF CLAIMS

6.1 **Release of Claims.** As of the Effective Date and the distribution of the Gross Settlement Amount as set forth herein, the Releasing Parties release the Released Parties from all Released Claims to the maximum extent permitted by applicable law. Plaintiff individually and as a proxy and agent for the LWDA on behalf of the PAGA Group Members, shall be deemed to have, by operation of the Approval Order and Judgment approved by the Court, fully, finally, and forever settled and released all of the Released Claims.

6.2 **No Other Actions.** Plaintiff represents and warrants that, except for this Action, he does not have any lawsuit, claim, charge, grievance or complaint (collectively, a "**Claim**") against the Released Parties pending in any forum, including without limitation, any local, state or federal agency or court, in connection with the Released Claims.

6.3 **Release of Fees and Costs for Settled Matters.** Plaintiff's Counsel and Plaintiff, as a proxy and agent of the LWDA on behalf of the PAGA Group Members hereby irrevocably and unconditionally release, acquit and forever discharge any claim that they may have against Defendants for attorneys' fees or costs associated with Plaintiff's Counsel's representation of Plaintiff, the LWDA and PAGA Group Members in the Action other than as provided for in this Agreement. Plaintiff's Counsel further understand and agree that any award of attorneys' fees and costs approved by the Court will be the full, final and complete payment of all attorneys' fees and costs associated with Plaintiff's Counsel's representation in the Action (except as to enforcement of the Agreement as addressed herein). Except as otherwise provided in this Settlement Agreement, the Parties hereto will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action and will not seek reimbursement thereof from any Party to this Settlement Agreement.

6.4 **No Other Liability**. The Settlement Agreement shall be in full settlement, compromise, release and discharge of the Released Claims and each of them, and the Released

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Parties shall have no further or other liability or obligation to any PAGA Group Members or any other Releasing Party with respect to the Released Claims, except as expressly provided herein.

6.5 **No Assignment of Rights.** Plaintiff warrants and represents that he has not assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate to any person or entity any of the Released Claims or any rights, claims, or causes of action arising out of the Released Claims. This warranty and representation of non-assignment shall survive the execution of this Settlement Agreement and the dismissal of the Action. No Individual PAGA Payment shall be paid to any person or entity with respect to whom the Plaintiff and/or any PAGA Group Members (even if requested by them from the Settlement Administrator) have assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate any of the Released Claims or any rights, claims, or causes of action arising out of, in connection with or related to the Released Claims.

7. ADDITIONAL TERMS OF SETTLEMENT

7.1 **Enforcement and Continuing Jurisdiction of the Court.** To the maximum extent permitted by applicable law, this Settlement Agreement shall be enforceable by this Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). After entry of the Approval Order and Judgment, this Court shall have and retain continuing jurisdiction over this Action and over all Parties and PAGA Group Members to the fullest extent necessary or convenient to (1) enforce and effectuate the terms and intent of this Settlement Agreement and all matters provided for herein, and to interpret it; (2) address settlement administration matters; and (3) address such post-Judgment matters as are permitted by law.

7.2 **Material Terms and Voiding the Settlement.** The release and waiver provisions of this Settlement Agreement are material terms. A failure of the Court to approve any material term of this Settlement Agreement shall render the entire Settlement Agreement voidable and unenforceable as to all Parties herein at the option of either Party. Additionally, if the Judgment is reversed or modified as to any material term or declared or rendered void as to any material term, then (1) at the option of either Party, this Settlement Agreement shall be considered null and void and (2) neither this Settlement Agreement nor any of the released negotiations or proceedings will

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be of any force or effect. The Parties agree that Section 3.5 of this Settlement Agreement are severable from the remainder of the Settlement Agreement only in the sense that any reduction in amount set by the Court of (a) Plaintiff's Counsel's attorneys' fees and costs, or (b) the tax treatment of the Individual PAGA Payments shall in no way affect the validity and effect of the remainder of this Settlement Agreement, as addressed above.

7.3 **No Admission by Defendants.** Defendants deny any and all claims alleged in the Action and deny all wrongdoing whatsoever. Nothing contained in this Settlement Agreement, nor the consummation thereof, shall constitute, be construed or deemed an admission by or on behalf of Defendants, or any of the other Released Parties, of any form of liability, culpability, negligence or wrongdoing, or of the accuracy of any allegation made by Plaintiff or Plaintiff's Counsel. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expense. This Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code sections 1152 and 1154 and/or Rule 408 of the Federal Rules of Evidence, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Settlement Agreement, enforce the Settlement Agreement and/or interpret this Settlement Agreement. Defendants specifically do not admit that this Action could or should proceed on a representative basis.

7.4 **Representations.** The Parties represent and agree that they have been advised to discuss this Settlement Agreement with an attorney of their choosing, that they have carefully read and fully understand all provisions of this Settlement Agreement, that they are voluntarily entering into it and that they have the capacity to enter into this Settlement Agreement. Further, the Parties represent and acknowledge that, in executing this Settlement Agreement, they do not rely and have not relied upon any representation or statement not set forth herein made by any of the Parties or any of the Parties' agents, representatives or attorneys with regard to the subject matter, basis or effect of this Settlement Agreement or otherwise.

7.5 **Interim Stay of Proceedings**. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the hearing on the PAGA Approval Motion to be conducted by the Court.

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7.6 **Parties' Authority.** The signatories hereto warrant and represent that they are fully authorized to enter into this Settlement Agreement and to bind the Parties hereto to the terms and conditions hereof. Plaintiff's Counsel and Defense Counsel warrant and represent that they are authorized to take all appropriate action required or permitted to be taken by the Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement, except for any documents, including but not limited to this Settlement Agreement, that are required to be executed by the Parties.

7.7 **Entire Agreement.** This Settlement Agreement, in conjunction with the Wolfe Individual Settlement Agreement, constitutes the entire agreement between the Parties relating to the settlement of this Action, and no representations, warranties or inducements have been made to any party concerning this Settlement Agreement other than the representatives, warranties and covenants contained and memorialized in this Settlement Agreement.

7.8 **Modification Only in Writing.** This Settlement Agreement may be amended or modified only by written instrument signed by all Parties (or their successors in interest).

7.9 **Binding on Successors.** This Settlement Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

7.10 **No Prior Assignments.** The Parties hereto represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to or in favor of any person or entity any portion of any liability, claim, demand, cause of action or rights herein released or discharged except as set forth herein.

7.11 **Governing Law.** All terms of this Settlement Agreement shall be governed by and interpreted according to the laws of the State of California, without giving effect to conflicts of laws principles.

7.12 **Press Releases and Publicity.** The Parties and their respective counsel shall not issue any press release or media release or have any communication with the press or media regarding this Settlement Agreement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to

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any person or entity, except as mutually agreed upon or as required by law or for accounting or legal purposes. This provision shall not apply to press or media releases related to securities filings and notices. In addition, this provision will not prohibit Plaintiff's Counsel from responding to inquiries from PAGA Group Members regarding the Settlement. Also, for the limited purpose of allowing Plaintiff's Counsel to prove adequacy as class/PAGA counsel in other actions, Plaintiff's Counsel may disclose the name of the Parties in the Action and the venues and case number of the Action for such purposes. Plaintiff's Counsel may list the settlement on its websites, as long as the disclosure does not identify Defendants by name or by industry and does not link to the settlement agreement or publicly available records which would identify Defendants by name. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding the Action and Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience including in support of a motion for appointment as class counsel/PAGA representative counsel or motion for attorneys' fees in another action. Furthermore, Plaintiff and Plaintiff's Counsel will make any and all disclosures required to be made to the LWDA in conformity with PAGA. Nothing herein shall be interpreted as preventing any good-faith communications by any Counsel and/or any Parties with the Court or the PAGA Group Members.

7.13 **Headings for Convenience Only.** The headings of any paragraphs or sections of this Settlement Agreement are inserted for convenience of reference only and shall not be considered in interpreting this Settlement Agreement.

7.14 **Construction of This Settlement Agreement.** The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

7.15 **Deadlines.** Unless required by the Court to obtain Court approval, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement without further order of the Court. In addition, to the extent that any deadline set

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forth in this Settlement Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

7.16 **Effect of Settlement.** It is the intent of the Parties that Plaintiff individually and as a proxy and agent for the LWDA, on behalf of all PAGA Group Members and that all PAGA Group Members shall be bound by the terms and conditions of this Settlement Agreement (including the release and waiver provisions herein), including all orders issued pursuant thereto and that it shall result in res judicata of the Released Claims.

7.17 **Nullification of Settlement Agreement**. In the event (a) the Court makes a final decision denying approval of the Settlement; (b) the Court refuses to enter the contemplated Approval Order and Judgment as provided herein without making changes to material terms that the Parties do not agree to; or (c) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void. If one or more of such events occur causing the Settlement Agreement to become null and void, the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid equally by the Plaintiff (50%) and the Defendants (50%). In the event an appeal is filed from the Court's Approval Order and/or Judgment or any other appellate review is sought (to the extent the law even allows either), administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Approval Order and/or Judgment, or any other appellate review, shall be split equally by Defendants (50%) and Plaintiff (50%) and paid to the Settlement Administrator by each party within thirty (30) calendar days of said notification.

7.18 **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

7.19 **Counterparts and Fax Signatures.** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one

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and the same instrument, provided that counsel for the Parties shall exchange original signed counterparts. A fax or electronic signature on this Settlement Agreement shall be as valid as an original signature.

7.20 **Entity Signatories.** Any person executing this Settlement Agreement or any related document on behalf of a signatory that is a corporation, entity or organization hereby warrants and promises for the benefit of all Parties hereto that he or she has been duly authorized by such corporation, entity or organization to execute this Settlement Agreement on behalf of such corporation, entity or organization.

IT IS SO AGREED:

PLAINTIFF

DATED: 09 / 22 / 2026

Brian Wolfe

OCTAVE BEHAVIORAL, P.A.

DocuSigned by:

DATED: 09-23-2026

Ankush Bansal

131D800340844451...

By: Ankush Bansal

Title: President

OCTAVE BEHAVIORAL HEALTH, PC

DocuSigned by:

DATED: 09-23-2026

Greg Dillon

3E0E37[illegible]C24644[illegible]

By: Greg Dillon

Title: President

Approved as to form:

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DATED: _____

HAULK & HERRERA LLP

By: _____
MATTHEW HAULK
JOSE HERRERA

Attorneys for Plaintiff Brian Wolfe

DATED: _____

MAYER BROWN LLP

By: _____
RUTH ZADIKANY
C. MITCHELL HENDY

Attorneys for Defendants Octave Behavioral, P.A. and Octave Behavioral Health, PC

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COMPLETED	**09 / 22 / 2026** 22:49:12 UTC	The document has been completed.