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on behalf of herself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

TRACY DENISE DAVIS, on behalf of
herself and all others similarly situated,

Plaintiffs,

v.

INSIGHT PSYCHOLOGY AND
ADDICTION, INC. d/b/a “Nsight
Psychology & Addiction,” and/or “Nsight
Mental Health & Wellness,” a California
corporation; and DOES 1 to 10, inclusive,

Defendants.

CLASS ACTION

Case No. 30-2023-01319920-CU-OE-CXC

Honorable Melissa R. McCormick
Department CX105

**DECLARATION OF MARTA MANUS
IN SUPPORT OF PLAINTIFF’S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: October 16, 2025

Time: 2:00 p.m.

Dept: CX105

Action filed: April 18, 2023

Trial date: None Set

1 **DECLARATION OF MARTA MANUS IN SUPPORT OF PLAINTIFF'S MOTION**
2 **FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

3 I, Marta Manus, declare:

4 1. I am an attorney licensed to practice before all courts of the State of California. I
5 am counsel for the Plaintiff Tracy Denise Davis and have personal knowledge of the facts herein.
6 If called as a witness, I could and would competently testify thereto.

7 **I. PROCEDURAL HISTORY**

8 2. On April 18, 2023, Plaintiff Tracy Denise Davis filed her initial class complaint
9 commencing the Action in the Court. Plaintiff sent a letter to the LWDA the same day to exhaust
10 her remedies under PAGA. On June 23, 2023, Plaintiff filed a First Amended Complaint adding
11 a PAGA claim. Shortly after initiating the Action, the Parties agreed to explore early resolution
12 via mediation and engage in informal and formal discovery prior to mediation.

13 3. Plaintiff contends, by way of the Action, that Defendant violated California's
14 wage and hour laws with respect to Plaintiff and Class Members by, failing to pay minimum
15 wages, failing to pay overtime wages, failing to provide legally complaint meal periods and pay
16 a premium in lieu thereof, failing to authorize and permit all paid rest periods or pay a premium
17 in lieu thereof, failing to fully reimburse work expenses, failing to provide accurate wage
18 statements, failing to timely pay wages at termination or during employment, thereby also
19 violating California Business & Professions Code section 17200, *et seq.*, and incurring penalties
20 under PAGA.

21 4. On July 29, 2024, the Parties attended mediation with Jason Marsili, Esq., an
22 experienced mediator, but the matter did not settle.

23 5. The Parties continued to engage in direct settlement discussions, and, recognizing
24 the burdens and risk of continued litigation, reached an agreement to settle the Action subject to
25 Court approval. The Parties executed the Settlement Agreement on or about April 28, 2025.

26 **II. THE SETTLEMENT**

27 6. To settle the Action and Released Claims, Defendant agrees to pay the Maximum
28 Settlement Amount of \$355,000, exclusive of the employer's portion of payroll taxes and fees. It

will be an opt-out class. There is no claim form requirement, and no residual will revert to Defendant. The Settlement represents a fair and reasonable recovery. The Maximum Settlement Amount **represents approximately 45% of the realistic exposure, which demonstrates that the settlement is fair and reasonable.** There is a total of approximately 9,800 workweeks in the Settlement Period, resulting in a recovery of an estimated \$36.22 gross/\$18.85 net per workweek. Each Class Member **will receive an average Individual Settlement Award of approximately \$901, with the lowest Individual Settlement Award of approximately \$18.85, and the highest Individual Settlement Award of approximately \$5,504.** Plaintiff's expected Individual Settlement Award is approximately \$1,093.30.

7. To date, Class Counsel has incurred almost \$17,000 in Litigation Expenses and estimates incurring an additional \$3,000 in costs before final approval (a true and correct copy of an itemized breakdown of the Litigation Expenses is attached hereto as **Exhibit 4**). As part of the \$20,000 in Litigation Expenses, Class Counsel is seeking reimbursement in the amount of \$6,165 for expert consulting fees (a true and correct copies of the expert consultant invoices are attached hereto as **Exhibits 5 and 6**) and \$7,500 for mediation (a true and correct copy of the mediation invoice is attached hereto as **Exhibit 7**).

Additional proposed disbursements are as follows:

Attorneys' Fees	\$355,000 (1/3 of the Gross Settlement Amount)
Litigation Expenses	Up to \$20,000 as verified by Class Counsel and approved by the Court
Settlement Administrator Costs	Not to exceed \$6,950
Class Representative Service Award	\$15,000 to Plaintiff
PAGA Penalties:	\$10,000 (\$7,500 to LWDA; \$2,500 to Aggrieved Employees)

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1 8. In addition, the Settlement Agreement includes non-monetary relief. As a result of
2 this settlement, Defendant has agreed to conduct a special review and update of Defendant's
3 wage and hour policies and practices to ensure legal compliance.

4 9. As detailed in the Settlement Agreement, the Parties have selected ILYM
5 Group, Inc. (the "Settlement Administrator"), an experienced representative action
6 settlement administrator, to administer this Settlement. Following preliminary approval, the
7 Settlement Administrator will mail the notice packet per the Settlement Agreement.

8 10. To my knowledge, none of the parties or attorneys involved in this action has ever
9 had any financial interest in or affiliation with the proposed Settlement Administrator.

10 11. As such, the Parties respectfully request that this Court appoint the proposed
11 Settlement Administrator to handle the notice and claims administration procedures, including
12 posting the Judgment on its website.

13 12. Plaintiff requested bids from three respected settlement administrators. The bid of
14 ILYM Group, Inc., was competitive with the other two companies. ILYM Group, Inc., has
15 significant experience, security features, and liability insurance. Attached hereto as **Exhibit 2** is
16 true and correct copy of the Declaration of Lisa Mullins, on behalf of ILYM Group, Inc.

17 **III. SETTLEMENT DOCUMENTS**

18 13. The Parties have finalized the terms of the following documents, true and correct
19 copies of which are attached hereto:

20 a. Class Action and PAGA Settlement Agreement and Class Notice attached
21 hereto as **Exhibit 1**;

22 b. Notice of Class Action Settlement attached to the Class Action and PAGA
23 Settlement Agreement and Class Notice (including the Request for
24 Exclusion Form and the Objection Form attached) as **Exhibit A**. The
25 Class Notice and enclosures will be translated into Spanish;

26 c. [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of
27 Class Action Settlement filed concurrently with this motion.

28 14. Attached hereto as **Exhibit 3** is a true and correct copy of the confirmation of

1 submission of the PAGA settlement to the LWDA.

2 **IV. CONDITIONAL CERTIFICATION OF THE CLASS**

3 15. The Class definition is sufficiently specific to enable potential Class Members and
4 the Court to identify the Class Members, all of whom have indeed been identified by
5 Defendant's employment and payroll records. There are approximately 205 Class Members,
6 which is sufficient to satisfy numerosity requirements. The evidence to support the claims as to
7 the Class consists of Defendant's policies, payroll records, time records and the forms of wage
8 statements given to Defendant's non-exempt employees.

9 16. Common questions of law and fact predominate here, as the main issues involve
10 the legality of Defendant's employment policies regarding Plaintiff's claims for failure to pay
11 minimum wages, failure to pay overtime wages, failure to provide legally complaint meal
12 periods and pay a premium in lieu thereof, failure to authorize and permit all paid rest periods or
13 pay a premium in lieu thereof, failure to fully reimburse work expenses, failure to provide
14 complaint wage statements, failure to timely pay wages at termination or during employment,
15 and alleged violations of California Business & Professions Code sections 17200, et seq.

16 17. Plaintiff asserts that these are all policy questions that are uniform and can be
17 proven by common objective evidence. The evidence to support these claims on a class wide
18 basis consists of Defendant's policies, payroll records, time records and the forms of wage
19 statements given to Defendant's non-exempt employees.

20 18. The proposed Class Representative worked for Defendant as a non-exempt
21 employee under Defendant's uniform employment policies applicable to all non-exempt
22 employees during the Class Period, defined as from April 18, 2019, through November 26, 2024.
23 The Class Representative was subject to the same policies as other Class Members.

24 19. Accordingly, Plaintiff's claims are typical of those of other Class Members. The
25 Class Representative has agreed to act as such and understand his responsibilities. The Class
26 Representative has no claims or other interests that are antagonistic to the Class. The Class
27 Representative has agreed to act as such and understand her responsibilities. The Class
28 Representative's interests are aligned with those of the Class Members, as she has suffered the

1 same injuries as the Class Members and has no conflicts of interest.

2 **V. PRELIMINARY APPROVAL OF SETTLEMENT**

3 20. The Settlement for each participating Class Member is fair, reasonable, and
4 adequate given the inherent risk of litigation, the risk relative to trial, and the costs of litigation.
5 The Settlement represents a fair and reasonable value of all claims. There is no claim form
6 required so all Class Members will be paid unless they opt out, and there is no reversion to
7 Defendant. Finally, the only governmental involvement in this case is the existence of a PAGA
8 claim, and Plaintiff has notified the LWDA of this Settlement. (**Ex. 3.**) The Settlement Amount
9 balanced against the merits of the Plaintiff's case is reasonable.

10 21. Here, the Settlement was reached through arm's-length negotiation with an
11 experienced, highly regarded neutral mediator, Jason Marsili, Esq. Before the parties agreed to
12 mediation, Plaintiff propounded two sets of Request for Production of Documents and two sets
13 of Special Interrogatories. Defendant responded to all discovery and provided documents in
14 response. To prepare for the mediation, Defendant provided extensive documentation of their
15 policies and practices and data related to the claims asserted in this case, including pay and time
16 data for approximately 110 Class Members. Plaintiff hired an expert, Berger Consulting Group –
17 Economic Data Analysts, to prepare damage calculations and an exposure analysis for the
18 mediation. (Attached hereto as **Exhibit 8** is the Declaration of Jarrett Gorlick of Berger
19 Consulting Group.) The Parties agreed on the proposed Settlement subsequent to the mediation
20 after continued settlement discussions.

21 22. The Settlement here provides pro rata distribution to Class Members based upon
22 the number of workweeks. Accordingly, the agreement treats the Class Members equitably, and
23 the proposed distribution plan supports preliminary approval.

24 23. The Settlement that has been reached, subject to this Court's approval, is the
25 product of tremendous effort and a great deal of expense by the Parties and their Counsel. Class
26 Counsel are knowledgeable about and have done extensive research with respect to the
27 applicable law and potential defenses to the claims of the Class Members. The Parties
28 investigated relevant law as applied to the facts of the case, potential defenses, and damages

1 claimed by Plaintiff on behalf of herself, the Class, and the PAGA Members.

2 24. Based on the documents and information provided by Defendant and their own
3 independent investigation and evaluation, Class Counsel and Plaintiff are of the opinion that the
4 Settlement with Defendant for the consideration and on the terms set forth in this Settlement is
5 fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all
6 known facts and circumstances, including the risk of significant delay and uncertainty associated
7 with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

8 25. The Settlement Amount is, of course, a compromise figure. Plaintiff took into
9 account the risks of decertification, the risks related to proof of Plaintiff's claims, and the
10 strengths and weaknesses of Defendant's defenses. Plaintiff also took into account the possibility
11 that if a settlement were reached after additional years of litigation, the great expenses of
12 litigation would reduce the amount of funds available to class members for settlement.
13 Furthermore, Plaintiff took into consideration the time delay and financial repercussions of
14 liability trials, numerous damages trials, and the possibility of an appeal by Defendant. The
15 details for the reasonably expected recovery per claim are detailed below in the following
16 paragraphs.

17 26. **Failure to Pay All Wages to Off the Clock Work:**

18 *a. Facts*

19 Plaintiff alleged that Defendant required weekly COVID tests taken off-the-clock. This
20 policy lasted from March 2020 to March 2022. Defendant required Class Members to take
21 Covid-19 tests at local public testing facilities. For example, to comply with Defendant's
22 instructions, Ms. Davis drove to Kaiser Permanente or her local park to undergo testing that
23 lasted between 10 minutes and one hour per week, without compensation.

24 *b. Law*

25 Labor Code §§ 510 and 1194 require employers to pay applicable wages for all hours
26 worked. "Hours worked" means the time during which an employee is subject to the control of
27 an employer and includes all the time during which the employee is suffered or permitted to
28 work, whether or not required to do so." (8 C.C.R. §11050(2)(K); *Morillion v. Royal Packing*

Co. (2000) 22 Cal.4th 575, 582.)

c. Expected Recovery

The maximum estimated unpaid time per workweek between March 2020, and March 2022 was 30 minutes. That estimate results in total unpaid wages in the amount of \$73,399. The probability of prevailing on this claim is approximately 20% because Defendant contended that Plaintiff's off-the-clock theory applied only to some class members, plus there are no records of the off-the-clock work. **As such, the real exposure for this claim was approximately \$14,680. based on these risks.**

27. Failure to Provide All Meal Periods

a. Facts

Class Member time and pay records show an overall meal period violation rate of almost 20%. Defendant did not pay meal period premiums for any missed meal periods.

For instance, on Ms. Davis' timecard for her shift from October 2, 2021, to October 3, 2021, Ms. Davis clocked in at 7:30 p.m. and clocked out for her meal period at 1:42 a.m., which is past her fifth hour of work. Defendant failed to pay a meal period premium for this violation, as reflected on the corresponding paystub.

b. Law

"No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked." (8 C.C.R. § 11050(11)(A); Labor Code § 512(a).) Accordingly, employers must generally provide "a first meal period [of at least 30 minutes] no later than the end of an employee's fifth hour of work, and a second meal period [of at least 30 minutes] no later than the end of an employee's 10th hour of work." (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004, 1041.)

c. Expected Recovery

Plaintiff's damages analysis determined that Class Members' maximum recovery is approximately \$191,296 in unpaid meal period premiums, with interest. However, Defendant

1 contends that employees voluntarily waived their meal periods, and the cause of the violations
2 (e.g., voluntary versus involuntary) is not apparent on the face of the records. Accordingly, the
3 chance of full recovery is approximately 50%. **As a result, the reasonable value is estimated to**
4 **be approximately \$95,648.**

5 28. **Failure to Authorize and Permit All Paid Rest Periods**

6 *a. Facts*

7 Plaintiff alleged that Defendant failed to consistently authorize and permit rest periods for
8 Ms. Davis and other Class Members. During her employment, Ms. Davis was unable to take
9 proper rest breaks because Defendant failed to provide sufficient coverage to relieve her of her
10 duties. Additionally, her workload forced Ms. Davis to work through her rest periods.

11 Additionally, Defendant failed to relinquish all control over Ms. Davis and Class
12 Members during their rest breaks. Specifically, Defendant's break policy specified that Class
13 Members could leave the premises for meal breaks, implying that Class Members could not
14 leave for rest breaks. On one occasion when Ms. Davis left the premises during a rest break, a
15 colleague advised that she was not allowed to do so.

16 *b. Law*

17 Employers are obligated to provide timely, uninterrupted rest breaks relieving employees
18 of all obligations and permitting them to leave the premises. "Employees are entitled to 10
19 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of
20 more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours,
21 and so on." (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1029.) The
22 applicable wage order imposes a similar obligation, and states that rest breaks must occur in the
23 middle of each work period, insofar as is practicable. (8 C.C.R. § 11050(12).)

24 "During required rest periods, employers ***must . . . relinquish any control over how***
25 ***employees spend their break time.***" (*Augustus v. ABM Security Servs., Inc.* (2016) 2 Cal.5th 257,
26 260, emphasis added.) This includes both meal and rest periods. (*Ibid.*; *Brinker v. Superior Court*
27 (2012) 53 Cal.4th 1004, 1038-1039 [discussing requirement to relinquish control over employees
28 during breaks].)

1 Restricting employees to the employer's premises, i.e., controlling where an employee
2 must physically spend his or her rest period, is a form of employer control, just as the Supreme
3 Court in *Brinker* found that an employer impermissibly exerts control over an employee during a
4 meal period when it restricts the employee to the employer's premises. (*Id.* at p. 1036
5 [employees must be "free to leave the premises" during meal periods].)

6 **Any policy that discourages employees from taking legally compliant breaks is**
7 **unlawful.** (*Brinker, supra*, 53 Cal.4th at p. 1040 [forbidding employers from "exerting coercion
8 against the taking of, creating incentives to forgo, or otherwise encouraging the skipping of
9 legally protected breaks"].) By adding an employer-imposed affirmative requirement to remain
10 "tethered by time and policy to particular locations," an employer violates its statutory
11 obligation "to relieve employees of all work duties and employer control during 10-minute rest
12 period." (*Ibid.*, emphasis added.)

13 *c. Expected Recovery*

14 Plaintiff's damages analysis determined that Class Members' maximum recovery is
15 approximately \$990,807 in unpaid rest period premiums assuming a rest period violation on half
16 of total eligible shifts. Defendant contended that Class Members were permitted all required
17 breaks. Because no records reflect whether the Class Members took rest breaks, the probability
18 of prevailing on this claim was approximately 40%. **As such, the realistic exposure for this**
19 **claim is approximately \$396,323.**

20 **29. Failure to Fully Reimburse Work Expenses**

21 *a. Facts*

22 Plaintiff alleged that Defendant required Ms. Davis and Class Members to utilize their
23 cell phones for various work-related tasks. For instance, Defendant required Class Members to
24 download an app to be able to clock in and out. Additionally, Defendant contacted Ms. Davis
25 approximately two to three times per week on her cell phone to ask questions regarding work
26 issues.

27 Defendant did not reimburse Class Members for the work-related use of their personal
28 cellphones.

1 **b. Law**

2 Labor Code § 2802 states that “[a]n employer shall indemnify his or her employee for all
3 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
4 of his or her duties.” This section “is designed to prevent employers from passing their operating
5 expenses on to their employees.” (*Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554,
6 562.)

7 Likewise, “when employees must use their personal cell phones for work related calls,
8 Labor Code section 2802 requires the employer to reimburse them.” (*Cochran v. Schwan's Home*
9 *Serv., Inc.* (2014) 228 Cal.App.4th 1137, 1140, fn omitted.) The duty to reimburse is triggered
10 when “the employer either knows or has reason to know that the employee has incurred a
11 reimbursable expense.” (*Stuart v. RadioShack Corp.* (N.D.Cal. 2009) 641 F.Supp.2d 901, 903.)

12 If the use of the personal phone is mandatory, then reimbursement is always required,
13 regardless of whether the employee would have incurred phone expenses absent the job.
14 (*Cochran, supra*, 228 Cal.App.4th at p. 1144 [“Otherwise, the employer would receive a
15 windfall because it would be passing its operating expenses on to the employee.”].) To comply
16 with section 2802, “the employer must pay some reasonable percentage of the employee's cell
17 phone bill.” (*Id.* at p. 1140.)

18 **c. Expected Recovery**

19 Assuming class members incurred \$10 in cell phone expenses per week, Plaintiff's
20 damages analysis estimated that Class Members' maximum recovery is approximately \$107,578
21 in unreimbursed expenses. **Accordingly, even if Plaintiff were able to recover the full value of**
22 **this claim, such recovery would amount to only about \$107,578.**

23 **30. Failure to Timely Furnish Accurate Itemized Wage Statements**

24 **a. Facts**

25 Plaintiff alleged that Defendant issued improper wage statements to Ms. Davis and other
26 Class Members because the Employer's wage statements did not always contain all requisite
27 information, including but not limited to all applicable hourly rates in effect during the pay
28 period and the corresponding number of hours worked at each hourly rate by the employee.

1 If Ms. Davis prevails on any of the underlying claims, she will prevail on the derivative
2 Labor Code § 226 claim. Because of Defendant’s illegal wage and hour policies as set forth
3 above, all wages earned and all hours worked were not accurately reflected on Class Members’
4 wage statements.

5 *b. Law*

6 Labor Code § 226(a) requires every employer, semimonthly or at the time of each
7 payment of wages, to furnish each of its employees an accurate itemized statement in writing
8 showing, among other things, total hours worked by the employee, all applicable hourly rates in
9 effect during each pay period and the corresponding number of hours worked at each hourly rate.
10 The only triable issue of this claim is whether the violation of § 226 was knowing and
11 intentional, which can be established by demonstrating that Defendant was “aware of the factual
12 predicate underlying the violation[s].” (*Novoa v. Charter Commc’ns, LLC* (E.D. Cal. 2015), 100
13 F.Supp.3d 1013, 1028.)

14 *c. Expected Recovery*

15 Plaintiff’s damages analysis estimated that the maximum recovery for this claim is
16 approximately \$176,250. However, Plaintiff must prove this is an intentional violation in order to
17 prevail. Further, this is a penalty and not a wage loss, and courts rarely grant the full amount of
18 the penalty. Finally, there are the general risks of trial. Based on these risks, **Plaintiff estimates**
19 **the real exposure for this claim at 20% for a total expected recovery of \$35,250.**

20 **31. Labor Code § 203 Violations**

21 *a. Facts*

22 If Ms. Davis prevails on any of the underlying wage claims, she will prevail on the
23 derivative Labor Code § 203 claim, because Defendant has not paid all wages and penalties as a
24 result of these alleged violations. Approximately 156 Class Members separated employment
25 since October 21, 2018.

26 Separate from the derivative violations, Defendant also failed to provide final paychecks
27 in a timely manner to Ms. Davis. Ms. Davis gave three weeks’ written notice of her resignation.
28 However, Defendant did not provide Ms. Davis’ with her final paycheck until two days later. On

1 June 17, 2023, Defendant provided Ms. Davis her final wages, with no waiting time penalty pay.

2 Thus, Defendant is liable to Ms. Davis and Class Members for waiting time penalties for
3 failing to provide their final paycheck in a timely manner.

4 *b. Law*

5 Under Labor Code § 203, the formerly employed Class Members are entitled to 30 days
6 of waiting time penalties because Defendant did not pay them all wages due and/or related
7 penalties upon separation. This violation is derivative and so if Plaintiff prevails on the
8 substantive wage claims, she will prevail on this claim.

9 *c. Expected Recovery*

10 Based on average hourly rates, the 30-day maximum waiting time penalties for the
11 formerly employed Class Members is \$740,944. Plaintiff has around a 20% chance of prevailing
12 at the time of trial on this claim as it is simply derivative of the underlying claims, and Plaintiff
13 must prove this is a “willful” violation in order to prevail. Furthermore, trial judges rarely if ever
14 grant the full amount of the penalty on top of wages owed. Finally, there are the general risks of
15 trial. **As such, Plaintiff felt that the real exposure for this claim was approximately**
16 **\$148,189.**

17 32. Regarding the claim for violations of Business & Professions Code section 17200,
18 *et. seq.*, the forgoing analysis assumes the longer four-year statute of limitations that is available
19 under the UCL for the unpaid wage and break violations. This cause of action is derivative of the
20 other claims that have already been analyzed. **Accordingly, the damages available under this**
21 **cause of action have already been analyzed or are duplicative of damages discussed above.**

22 33. Regarding the claim for violations of the Private Attorneys General Act (PAGA),
23 the maximum potential exposure is \$731,500. The strength of the PAGA claim would be
24 impacted by the factors discussed above for the non-PAGA claims. Based on recent PAGA
25 decisions, even if Plaintiff was successful on this claim through trial, the Court would likely
26 exercise its discretion under PAGA and significantly reduce the penalties and would also not
27 impose PAGA penalties on top of Cal. Labor Code § 226 and 203 penalties. **The \$10,000 that**
28 **the parties allocated to PAGA is a reasonable settlement of that claim.** Of this amount, 25%,

1 or \$2,500, will be distributed to PAGA Members. There are approximately 105 PAGA Members.

2 34. The proposed PAGA settlement is both just and in the public's interest. The
3 Parties believe and agree that the Settlement provides for a fair, adequate, and reasonable
4 resolution of the representative PAGA claim. The Parties also believe that the proposed
5 settlement is to the advantage of the state and the aggrieved employees when considering the
6 time and expense necessary to complete protracted litigation which, regardless of the verdict,
7 would undoubtedly be subject to further significant delay and expense pending possible appeals.
8 Moreover, the settlement provides a substantial sum to the state. It also provides a small sum to
9 each employee on a pro-rata basis.

10 35. Based upon the foregoing, **the class case had a reasonable value of**
11 **approximately \$794,668.** However, the maximum amount is almost never recovered at trial and
12 never in a settlement. Settlements, by their nature, must account for the weaknesses in the
13 plaintiff's case. After taking into account the sharply disputed factual and legal issues involved
14 in the lawsuit, the risks attending further prosecution, and the substantial benefits to be received
15 under the compromise and settlement of the action, Class Counsel are of the opinion that
16 settlement is in the best interests of the Class and is fair and reasonable. Accordingly, the
17 settlement total of approximately 45% of the maximum potential value of the case is an excellent
18 result.

19 36. After analyzing and weighing the evidence discussed above as well as the legal
20 issues, Class Counsel and Plaintiff concluded that the settlement of \$355,000 represents a fair
21 and reasonable discount from the realistic recovery. The Settlement will allow the parties to
22 avoid the expense and time commitments of continued litigation and provides a significant
23 benefit for the Class which would not otherwise have been available. The gross settlement
24 amount of \$355,000 is a fair, reasonable, and adequate settlement.

25 **VI. THE NOTICE PROCEDURE SHOULD BE APPROVED.**

26 37. The Class Notice provides proper notice to the Class of the terms of the
27 Settlement Agreement and the options available to the Class, including the ability of the
28 Class Members to opt-out or submit a Request for Exclusion from the non-PAGA portion of

1 the Settlement and not be bound by the non-PAGA portion of the Settlement Agreement or
2 receive any Class Settlement Payment under it; to object to the terms of the Settlement; or to
3 do nothing and receive a Settlement Payment and be bound by the terms of the Settlement;
4 the date of the Final Approval hearing, and how to obtain further information through Class
5 Counsel, the Settlement Administrator's website, or the Court's docket.

6 38. Class Members will receive separate checks for their Individual Class
7 Payment and Individual PAGA Payment, respectively. (Ex. 1, ¶¶ 1.23-1.24.)

8 39. The proposed Class Notice provides all the information a reasonable person
9 would need to make a fully informed decision about the settlement. It will notify all Class
10 Members of the terms of the settlement, of its effect on their rights, of their options as Class
11 Members (i.e., participate, object, opt-out, and dispute work weeks), and procedures for
12 exercising those options. The Class Notice includes a Request for Exclusion form and Objection
13 form. The Class Notice will be translated into Spanish. (Ex. 1, pp. 12-14.)

14 40. Here, the Notice will be sent via first-class mail to each of the approximately
15 Class Members at their addresses from Defendant's records. (Ex. 1, p. 11.) If any Notice Packets
16 are returned undeliverable without a forwarding address, the Administrator will use the national
17 change of address database and perform a skip trace to locate the Class Member and mail a new
18 Notice to the correct address. (Ex. 1, p. 12.)

19 41. Plaintiff respectfully requests that the Court approve the Class Notice to be
20 disseminated to the Class consistent with the manner and timing as set forth in the Settlement
21 Agreement as the best and most practicable way to ensure the greatest possible number of Class
22 Members will receive notice.

23 **VII. ATTORNEY'S EXPERIENCE**

24 42. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases,
25 including class actions and PAGA actions on behalf of employees and others who have had their
26 rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs'
27 counsel of record in numerous wage and hour and employment class action and PAGA action
28 cases pending in both state and federal court.

1 43. D.Law is well-qualified and has ample experience, knowledge, and resources to
2 act as counsel and represent Plaintiff and the putative Class and aggrieved employees in this
3 action. Our practice is exclusively focused on employment matters and representing plaintiffs in
4 wage and hour actions with the same or similar causes of actions brought forth in the matter
5 pending before this Court.

6 44. D.Law has litigated and successfully resolved many wage and hour class action
7 cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De
8 La Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787),
9 Harvey v. Bed Bath & Beyond of California Limited Liability Company (Superior Court of
10 California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of
11 California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in
12 Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-
13 cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los
14 Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los
15 Angeles, BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in
16 Santa Clara, 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of
17 California in Los Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al.
18 (Superior Court of California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family,
19 Inc. (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v.
20 Victor Valley Global et al. (Superior Court of California in San Bernardino, CIVDS1709289),
21 Puerta-Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los
22 Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California
23 in Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California,
24 17-cv-05534-LHK), Galarza v. Kloeckner Metals Corporation (Central District of California,
25 2:17-cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-
26 cv-02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-
27 DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los
28 Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of

1 California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area
2 Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-
3 00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-
4 17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV
5 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera,
6 MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in
7 Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court
8 of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of
9 California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of
10 California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court
11 of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior
12 Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX
13 Corporation dba IMAC Worldwide Home (Superior Court of California in San Bernardino,
14 CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles,
15 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-
16 cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California
17 in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of
18 California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of
19 California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc.
20 (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California)
21 Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution
22 Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743), Viridi v.
23 Absolute Security International (Superior Court of California in San Bernardino, CIVDS
24 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-
25 00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of
26 California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

27 45. Attorney Enoch J. Kim is Senior Counsel at D.Law, where he manages the class
28 action and PAGA settlement department. Mr. Kim was admitted to the California Bar in

1 December 2008. He received his J.D. from Pepperdine University School of Law and B.S. from
2 University of Southern California. Since graduating from law school, Mr. Kim has dedicated
3 virtually his entire career on the practice of employment law. Mr. Kim has practiced employment
4 law from the plaintiff's side, defense side, and from an in-house position. He has significant
5 experience specifically working on wage and hour class actions from the plaintiff's side as well
6 as the defense side, with the majority of his experience coming from the plaintiff's side.

7 46. I am a 2008 California Western School of Law graduate and was admitted to the
8 California State Bar in December 2008. Since graduating from law school, I have dedicated my
9 entire career to litigating employment class and PAGA actions. I have litigated and settled
10 hundreds of wage and hour class actions and have obtained numerous six and seven figure
11 settlements. As such, I have significant experience specifically working on wage and hour class
12 actions from the plaintiff's side.

13 47. The collective experience of the D.Law attorneys in litigating employment wage
14 and hour matters has been integral in identifying legal issues, evaluating the strengths and
15 weaknesses of a case, and generally negotiating fair and reasonable class and representative
16 action settlements. Practice in the narrow field of wage and hour litigation requires skill and
17 knowledge concerning the constantly evolving substantive law (state and federal), as well as the
18 procedural law of class and representative action litigation. In this action, the attorneys at D.Law
19 are fully equipped to use the skills and knowledge developed over decades of prosecuting and
20 defending wage and hour class actions to fairly and adequately represent the interests of the
21 Class Members and aggrieved employees. Therefore, based on our resources, experience, and
22 knowledge, the attorneys at D.Law are well-qualified to act as class counsel and represent the
23 Plaintiff and the putative Class Members and aggrieved employees in this action.

24 48. We understand the responsibilities owed as counsel to the Settlement Class
25 Members and aggrieved employees we represent. The attorneys at D.Law thoroughly
26 investigated the claims asserted in this action and have remained committed to dedicating the
27 resources necessary to represent the Class and vigorously pursue their claims. Based upon my
28 experience and understanding of the claims and defenses in this action, I believe the settlement is

1 fair, adequate, and reasonable for the Class Members and aggrieved employees and all involved,
2 and that the Settlement is well within the range of reasonableness that would permit it to be
3 finally approved. I am not aware of any conflict of interest with Plaintiff or any other Class
4 Member that would interfere with the duties as Class Counsel.

5 49. After discussions with the Defendant's counsel, the Parties agree that the Class
6 Notice will be sent in English and Spanish as Class Members are English-speaking and Spanish-
7 speaking.

8 50. Plaintiff's counsel is not independently aware of any other class, representative or
9 other collective action in any other court in this or any other jurisdiction that asserts claims
10 similar to those asserted in this action on behalf of a class or group of individuals, some or all of
11 whom are also members of the subject case. Plaintiff's counsel has also asked defense counsel in
12 this case if they are aware of any such cases and they have not advised counsel of any other cases
13 and defense counsel averred that he is not aware of any other pending Class or PAGA actions
14 with overlapping claims. (A true and correct copy of declaration of defense counsel Sat Sang
15 Khalsa attached as **Exhibit 9** to this Declaration).

16 51. The parties have discussed and agree that the 60 days to opt out, object, or dispute
17 the workweek and pay period calculations is sufficient. The class members in this relatively
18 small class are readily identifiable and easily reachable through direct mail, ensuring a swift and
19 efficient notice dissemination process. Furthermore, the settlement terms are straightforward and
20 readily understandable, requiring minimal time for review and decision-making on the part of
21 class members. The proposed 60-day period strikes a proper balance, providing ample time for
22 class members to understand their rights and options under the settlement while simultaneously
23 minimizing administrative costs and expediting the delivery of benefits to the class, thereby
24 serving the interests of judicial economy.

25 52. Attached hereto as **Exhibit 10** is Plaintiff's written notice to the LWDA dated
26 April 18, 2023.

27 I declare under penalty of perjury under the laws of the State of California and the United
28 States of America that the foregoing is true and correct.

Executed on August 27, 2025, at San Diego, California.

A handwritten signature in blue ink, appearing to read 'Marta Manus', written over a horizontal line.

Marta Manus, Esq.

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Tracy Denise Davis (“Plaintiff”) and Defendant Insight Psychology and Addiction, Inc. d/b/a Nsight Psychology & Addiction and/or Nsight Mental Health & Wellness (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Insight Psychology and Addiction, Inc. captioned *Tracy Denise Davis v. Insight Psychology and Addiction, Inc. d/b/a “Nsight Psychology & Addiction” and/or “Nsight Mental Health & Wellness”* initiated on April 18, 2023, and pending in Superior Court of the State of California, County of Orange.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all current or former non-exempt employees who worked for the Defendant in the State of California from April 18, 2022, through November 26, 2024.
- 1.5 “Class” or “Settlement Class” shall be defined as all current and former non-exempt employees who worked for Insight Psychology and Addiction, Inc. in California any time or times between April 18, 2019, through November 26, 2024, (the “Class Period”), and excluding any persons who opt-out of the class.
- 1.6 “Class Counsel” means Emil Davtyan, David Yeremian, Enoch J. Kim, and Marta Manus of D.Law, Inc.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees (not to exceed one-third of the Gross Settlement Amount, or \$118,333) and expenses (not to exceed \$20,000), respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period between April 18, 2019, through November 26, 2024.
- 1.13 “Class Representative” means the named Plaintiff Tracy Denise Davis in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative Tracy Denise Davis, in the amount of \$15,000 and in addition to Plaintiff’s Individual Settlement Award, for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Orange.
- 1.16 “Defendant” means named Defendant Insight Psychology and Addiction, Inc. d/b/a “Nsight Psychology & Addiction” and/or “Nsight Mental Health & Wellness.”
- 1.17 “Defense Counsel” means Mollie M. Burks and Sat Sang S. Khalsa of Gordon Rees Scully Mansukhani.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” or “Maximum Settlement Amount” means \$355,000 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA (\$7,500) under Labor Code section 2699, subdivision (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31 “PAGA Period” means the period from April 18, 2022, through November 26, 2024.
- 1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.33 “PAGA Notice” means Plaintiff Tracy Denise Davis’s letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

- 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500) and the 75% to LWDA (\$7,500) in settlement of PAGA claims.
- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means Tracy Denise Davis, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means Defendant Insight Psychology and Addiction, Inc., its agents, officers, employees, directors, owners, subsidiaries, DBAs, affiliates and predecessors, successor, and parent companies.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a completed and signed Request for Exclusion form (included with the Class Notice) or written request to be excluded from the Class Settlement.
- 1.43 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email or mail the Requests for Exclusion form, or (b) fax, email or mail their Objection to the Settlement form (included with the Class Notice). Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45 “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

- 2.1 On April 18, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) Failure to pay straight time,

minimum, and/or overtime wages for all hours worked; (2) Failure to pay all wages due to illegal time rounding; (3) Failure to provide all legally-requisite meal periods; (4) Failure to authorize and permit all paid legally-requisite rest periods; (5) Failure to provide legally-compliant rest periods; (6) Failure to reimburse for all work-related expenses; (7) Derivative failure to timely furnish accurate itemized wage statements; (8) Independent failure to timely furnish accurate itemized wage statements; (9) Derivatively violated Labor Code §§ 201-202; (10) Independently violated Labor Code §§ 201-202; and (11) Conducted unfair business practices. On June 23, 2023, Plaintiff filed a First Amended Complaint adding a claim under PAGA. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

- 2.1.1 The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.2 On July 29, 2024, the Parties participated in an all-day mediation presided over by Jason Marsili. Although the matter did not settle at this mediation, the Parties continued settlement discussions and were ultimately able to agree to settlement.
- 2.3 Prior to mediation, the Parties engaged in formal and informal discovery. Plaintiff propounded and Defendant responded to two sets of Request for Production of Documents, and two sets of Special Interrogatories. To prepare for the mediation, Defendant provided extensive documentation of its policies, practices, and data related to the claims asserted in this case, including pay and time data for 109 Class Members. Plaintiff hired an expert, Berger Consulting Group, to prepare damage calculations and an exposure analysis for the mediation. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.4 The Court has not granted class certification. Solely for purposes of settling the Action, and not for purposes of class certification should the Settlement not be approved, or for any other reason, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Settlement Class have been met and are met.
- 2.5 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
- 2.6 The Parties agreed to a prior version of this Settlement Agreement that was fully executed on or about April 28, 2025. Since then, the Parties have made mutually agreeable revisions to the Settlement Agreement. Pursuant to Paragraph 12.9 of this Settlement Agreement, the Parties acknowledge and agree that, once this version of the Settlement Agreement has been fully executed, the prior version of the Settlement

Agreement will be revoked and will have no further force and effect. Upon its full execution, this Settlement Agreement will be the operative Settlement Agreement. In the event this Settlement Agreement is not fully executed, the prior version of the Settlement Agreement will remain in effect.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$355,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$15,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be \$118,333, and a Class Counsel Litigation Expenses Payment of not more than \$20,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will include a request for Class Counsel Fees Payment and Class Litigation Expenses Payment with the Motion for Final Approval. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one

or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$6,950 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,950, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 100% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. If the Court denies approval of the settlement term designating the Net Settlement Fund as 100% wages, the Parties agree to amend the agreement to characterize the Net Settlement Fund as 50% to the Wage Portion and 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000 to be paid from the Gross Settlement Amount, with 75% (\$7,500) allocated to the LWDA PAGA Payment and 25% (\$2,500) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their

Individual PAGA Payment.

- 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 205 Class Members who collectively worked a total of 9,800 Workweeks and 105 Aggrieved Employees who worked a total 2,009 of PAGA Pay Periods.
- 4.2 Class Data. Not later than 20 days after the Court grants Preliminary Approval of the Settlement Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after the Effective Date, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The

Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that each participating class member had, now has, or may hereafter claim to have against Defendant Insight Psychology and Addiction, Inc., its agents, officers, employees, directors, owners, subsidiaries, insurers, DBAs, affiliates and predecessors, successor, and parent companies, ("Released Parties") and that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act

alleged in Plaintiff's Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts and legal assertions contained, in the Operative Complaint and all PAGA claims that were, or reasonably could have been, alleged based on facts and legal assertions contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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.

- 5.2 Release by Participating Class Members: All Participating Class Members release the Released Parties from any and all claims that were or reasonably could have been alleged based on the facts stated in the Operative Complaint in the Action, and that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in Plaintiff's Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law ("the Released Claims"). The Released Claims specifically include Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1174.1, 1182.12, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Orders and Business & Professions Code §§ 17200, et seq. claims based on alleged violations of these Labor Code and Wage Order provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest Breaks; (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Pay Wages Timely During Employment; (8) Failure to Pay All Wages Due Upon Separation of Employment; (9) Violation of Business and Professions Code §§ 17200, et seq; and all interest, fees, and costs. The enumeration of these specific statutes shall neither enlarge or narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in

any Complaint on file in the Action.

- 5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from any and all claims for civil penalties under PAGA that were or reasonably could have been alleged based on the facts stated in the PAGA Notice, including claims for alleged violations of Labor Code §§ 2698 et seq. based on Labor Code sections §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Orders (“Released PAGA Claims”).

6. MOTION FOR PRELIMINARY APPROVAL.

Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that includes a request for approval of the Class and PAGA settlement under Labor Code section 2699, subdivision (l).

- 6.1 If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc., to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

- 7.4 Notice to Class Members.

- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.

- 7.4.2 Using best efforts to perform as soon as possible, and in no event later

than 15 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a completed and signed Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the

Class Member's desire to be excluded. The Administrator may make the initial decision regarding the validity of a Request for Exclusion, but the Court may review any decision made by the Administrator. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges. The Administrator may make the initial decision regarding challenges to the calculation of Workweeks, but the Court may review any decision made by the Administrator.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send completed Objection forms to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present

oral objections at the Final Approval Hearing. A Participating Class Member who elects to send an Objection form to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the

authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. ESCALATOR CLAUSE.

Defendant has represented that the Class Members have worked a total of no greater than 9,800 total workweeks from April 18, 2019, to July 29, 2024 ("Certified Workweek Amount"). If the actual number of workweeks for all class members during the Class Period should exceed the Certified Workweek Amount by more than 10%, the Maximum Settlement Amount shall be increased by the percentage difference between the Certified Workweek Amount and the actual number of workweeks that accrued for all class members during the Class Period above 10%, e.g., if the number of workweeks increases by 11%, the Maximum Settlement Amount will increase by 1%.

9. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration

Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL.

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. The parties agree that this MOU is confidential (except for purposes of enforcement) and that neither party will issue any press release or other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the settlement, which may include publicizing for explanation and assistance purposes the settlement at legal aid agencies likely to be consulted by the Class Members in order to maximize class participation and publicizing for notice and educational purposes the settlement in periodicals and/or radio stations in order to maximize class participation. This provision shall neither apply to the filing of any documents with the Court or the LWDA which are necessary to effectuate the settlement, nor is it intended to interfere with or restrict: (1)

the Settlement Administrator from distributing the notice packets and otherwise complying with its obligation to provide information to affected class members and/or Aggrieved Employees; (2) the Settlement Administrator from posting any judgment on its website; and (3) class counsel from disclosing the names of the parties in this action and the venue/case number of this action for purposes of proving adequacy. Other than as specifically set forth above, the parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry or have any communication with the press about this case until after Final Approval. Plaintiff's counsel will not utilize this settlement in any way in his marketing or advertising materials or website until after Final Approval.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Emil Davtyan, Esq.
David Yeremian, Esq.
Enoch J. Kim, Esq.
Marta Manus, Esq.
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Tel: (818) 962-6465
Email: m.manus@d.law

To Defendant:

Mollie M. Burks
Sat Sang S. Khalsa
GORDON REES SCULLY MANSUKHANI
315 Pacific Avenue
San Francisco, CA 94111
Tel.: (415) 986-5900
Email: mburks@grsm.com, skhalsa@grsm.com

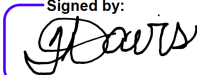
12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, Code of Civil Procedure section 583.330 extends the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

12.20 Non-Monetary Relief. As a result of this settlement, Defendant has agreed to conduct a special review and update of Defendant's wage and hour policies and practices to ensure legal compliance.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

Dated: 8/26/2025

Signed by:

86F21604A7994E2...
Plaintiff Tracy Denise Davis

Dated: 8/25/2025

Signed by:

FC406803DA4646C...

Mary Helen Beatificato
Chief Executive Officer
Defendant Insight Psychology and Addiction, Inc.

Mary Helen Beatificato
Print Name of Authorized Signatory

APPROVED AS TO FORM

Dated: 08/26/2025

D. LAW, INC.



Emil Davtyan, Esq.
Enoch J. Kim, Esq.
Marta Manus, Esq.
Attorneys for Plaintiff Tracy Denise Davis

GORDON REES SCULLY MANSUKHANI

Dated: _____

Mollie Burks, Esq.
Sat Sang Khalsa, Esq.
Attorneys for Defendant

Dated: _____

Mary Helen Beatificato
Chief Executive Officer
Defendant Insight Psychology and Addiction, Inc.

Print Name of Authorized Signatory

APPROVED AS TO FORM

D. LAW, INC.

Dated: _____

Emil Davtyan, Esq.
Enoch J. Kim, Esq.
Marta Manus, Esq.
Attorneys for Plaintiff Tracy Denise Davis

GORDON REES SCULLY MANSUKHANI

Dated: August 25, 2025



Mollie Burks, Esq.
Sat Sang Khalsa, Esq.
Attorneys for Defendant

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Tracy Denise Davis v. Insight Psychology and Addiction, Inc., et al.
Orange County Superior Court of California – Case No. 30-2023-01319920-CU-OE-CXC

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Insight Psychology and Addiction, Inc., dba Nsight Psychology & Addiction and/or Nsight Mental Health & Wellness (“Defendant” or “Insight”) for alleged wage and hour violations. The Action was filed by a former Insight employee Tracy Denise Davis (“Plaintiff”) and seeks payment for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to reimburse business expenses; (6) failure to provide accurate itemized wage statements; (7) failure to pay wages timely during employment; (8) failure to pay all wages due upon separation of employment; (9) violation of Business and Professions Code §§ 17200; and other relief for a class of non-exempt employees who worked for Insight during the Class Period (April 18, 2019, through November 26, 2024) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Defendant during the PAGA Period (April 18, 2022, through November 26, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment

that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (defined below).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED], 2025	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a completed and signed Request for Exclusion form (included herewith). Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Completed Objection forms Must be Submitted by [REDACTED], 2025	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the [REDACTED], 2025, Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED], 2025. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by [REDACTED], 2025	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period (“Workweeks”) and how many pay periods you worked at least one day during the PAGA Period (“PAGA Pay Periods”). The number of Workweeks and number of PAGA Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by [REDACTED], 2025. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Insight employee. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages; failing to pay overtime wages; failing to provide meal periods; failing to permit rest breaks; failing to reimburse business expenses; failing to provide accurate itemized wage statements; failing to pay wages timely during employment; failing to pay all wages due upon separation of employment; violating of Business and Professions Code §§ 17200, *et seq.* Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code sections 2698, *et seq.*). Plaintiff is represented by the attorneys of D.Law, Inc. in the Action: Emil Davtyan, Esq., David Yeremian, Esq., Enoch J. Kim, Esq., and Marta Manus, Esq. of D.Law, Inc. (“Class Counsel”).

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action

and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$355,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ 118,333 (one-third of the Gross Settlement to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses.) To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$ 15,000 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$ 6,950 to the Administrator for services administering the Settlement.
 - D. Up to \$ 10,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross

Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 100% of each Individual Class Payment to taxable wages, subject to withholdings, and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you submit a completed and signed Request for Exclusion form (included herewith), not later than [REDACTED], 2025. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED], 2025, Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA Portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert the Released PAGA Claims against Defendant.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion forms. The Administrator will also decide Class

Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement.

The Administrator's contact information is contained in **Section 9** of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant Insight Psychology and Addiction, Inc., its agents, officers, employees, directors, owners, subsidiaries, DBAs, affiliates and predecessors, successors, and parent companies ("Released Parties") for the Released Class Claims defined below.

The Participating Class Members will be bound by the following release:

All Participating Class Members release the Released Parties from any and all claims that were or reasonably could have been alleged based on the facts stated in the Operative Complaint in the Action, and that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in Plaintiff's Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law ("the Released Claims"). The Released Claims specifically include Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1174.1, 1182.12, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Orders and Business & Professions Code §§ 17200, et seq. claims based on alleged violations of these Labor Code and Wage Order provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest Breaks; (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Pay Wages Timely During Employment; (8) Failure to Pay All Wages Due Upon Separation of Employment; (9) Violation of Business and Professions Code §§ 17200, et seq; and all interest, fees, and costs. The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any Complaint on file in the Action. ("Released Class Claims").

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting the Released PAGA Claims (defined below) against the Released Parties, whether or not they exclude

themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other lawsuit against the Released Parties for the Released PAGA Claims.

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from any and all claims for civil penalties under PAGA that were or reasonably could have been alleged based on the facts stated in the PAGA Notice, including claims for alleged violations of Labor Code §§ 2698 et seq. based on Labor Code sections §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Orders (“Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$ 2,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until [REDACTED], 2025, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section 9** of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of Workweeks and/or Pay Periods based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will make the initial decision to resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant’s Counsel, but the court may review any decision made by the Administrator.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out)

including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete and sign the enclosed Request for Exclusion form and send it to the Administrator by [deadline]. **The completed Request for Exclusion form must be postmarked by [redacted], 2025, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.**

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the [redacted], 2025 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in **Section 9** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://www.ilymgroup.com/> or the Court's website <https://www.occourts.org/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending completed Objection forms to the Administrator is [redacted], 2025.** To object to the Settlement, you must complete and sign the Objection form (enclosed herewith). The completed Objection form must be postmarked by [deadline] to be valid. **Section 9** of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Section 8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED], 2025, at [REDACTED] a.m./p.m. in Department CX105 of the Orange Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom <https://www.occourts.org/divisions/civil/civil-appearance-procedure-and-information>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.ilymgroup.com/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <https://www.ilymgroup.com/>. The Judgment will be posted on the Administrator's website for at least 180 days.

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<https://www.occourts.org/online-services/case-access>) and entering the Case Number for the Action, Case No. 30-2023-01319920-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office at the Civil Complex Center by calling (657) 622-6878.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Emil Davtyan, Esq.
David Yeremian, Esq.
Enoch J. Kim, Esq.
Marta Manus, Esq.
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Tel: (818) 962-6465
Email: m.manus@d.law

Settlement Administrator:

ILYM Group, Inc.
[Email Address]

[Mailing Address]

[Telephone]

[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund at <https://ucpi.sco.ca.gov/> or (916) 445-5361 for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

OBJECTION FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF ORANGE
Tracy Denise Davis v. Insight Psychology and Addiction, Inc., et al.
Case No.: 30-2023-01319920-CU-OE-CXC

COMPLETE AND RETURN THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT IN THIS CASE.

DO NOT RETURN THIS FORM IF YOU WANT TO REQUEST EXCLUSION FROM THE SETTLEMENT.

IF YOU DO NOT HAVE ANY OBJECTIONS TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.

I want to OBJECT to the Settlement in this case. My objections to the Settlement are (use additional pages if needed):

Date: _____

Printed Name: _____

Signature: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

To be valid, this Objection Form must be COMPLETE and mailed (postmarked), faxed, or emailed to the Settlement Administrator by no later than .

ILYM Group, INC.

XXXXXXXXXXXXXXXXXXXXXX

Fax:

Email:

ILYM GROUP, INC.
P.O. Box

Must Be Sent
No Later Than
XXXX, 2025

REQUEST FOR EXCLUSION

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF ORANGE
Tracy Denise Davis v. Insight Psychology and Addiction, Inc., et al.
Case No.: 30-2023-01319920-CU-OE-CXC

Indicate Name/Address Changes, if any:

<<Name>>
«Address»>
<<City>>, <<State>> <<Zip Code>>
XX - XX - _ _ _ _

**COMPLETE THIS FORM IF YOU DO NOT WANT TO RECEIVE A SETTLEMENT
PAYMENT AND BE BOUND BY THE SETTLEMENT**

Instructions

You have the right to opt-out (i.e., request exclusion) if you do not want to be part of the Class portion of the proposed Settlement. **If you fill out this Request for Exclusion, you (a) will not receive any money under the settlement of your claims as a Class Member;** and (b) will not be bound by the terms of this Settlement (other than terms relating to the release of claims under PAGA).

To opt-out, you must complete, sign, and send this Request for Exclusion Form by first class U.S. mail (postmarked), fax, or email to the Administrator on or before **xxxxxx xx, 2025**:

Tracy Denise Davis v. Insight Psychology and Addiction, Inc., et al.
c/o ILYM Group, Inc.

P.O. Box
Xxxxxxx

Fax:

Email:

By signing this Request for Exclusion, I acknowledge that I have read the Notice of Class Action Settlement (“Class Notice”) for this case and the information in the Class Notice pertaining to my right to opt out of or object to certain portions of the proposed Settlement. I also acknowledge that I understand that **I will not receive any money** under the Settlement for my claims as a Class Member, and that I will not be bound by the terms of the Settlement, except for those terms that relate to claims for civil penalties under PAGA.

Dated: _____

Signature: _____

Print or Type Name: _____

Telephone Number: _____

EXHIBIT 2

DECLARATION OF LISA MULLINS

1
2
3 1. I am a resident of the United States of America and am over the age of 21. I am the
4 President for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action
5 services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal
6 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such
7 facts.

8 2. ILYM Group has extensive experience in disseminating class action notices and
9 administering class action settlements, including direct mail services, telephone, and web-based support,
10 database management, opt-out processing, and settlement fund distribution services for class actions
11 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
12 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
13 administration. ILYM Group maintains the highest level of confidentiality. The class data and all forms
14 of communication received by ILYM Group, Inc. will be held in strict confidentiality and will not be
15 disclosed. ILYM Group, will set up a login for Defense Counsel to transmit the class data through our
16 encrypted secure portal. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol.
17 ILYM Group is insured with E&O and Cyber Insurance policies. ILYM Group is insured with E&O
18 Insurance policies up to \$2,000,000 per incident and Cyber Insurance policies up to \$5,000,000 per
19 incident.

20 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
21 counsel in the *Davis v. Insight Psychology and Addiction, Inc.* matter.

22 4. If appointed by the Court to disseminate the class notice in this case, ILYM Group’s duties
23 will include but not limited to: (a) conducting address traces to locate class member addresses as necessary;
24 (b) mailing the class notice to the class members; (c) handling inquiries from class members concerning
25 the class notice; and (d) performing other such duties as the parties and/or the Court may direct.

26 5. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
27 number to receive correspondence and inquiries from class members. After receiving the class data file
28 from Defendant, which should contain the class members’ names, last known addresses, and social security

1 numbers, ILYM Group will upload the data into our database and check for duplicates and other possible
2 discrepancies.

3 6. As part of the preparation for mailing the class notice, ILYM Group will process class
4 members' names and addresses against the National Change of Address ("NCOA") database, maintained
5 by the United States Postal Service ("USPS"), for the purpose of updating and confirming the mailing
6 addresses of the class members before mailing of the class notice and opt-in form. To the extent an updated
7 address is found in the NCOA database, ILYM Group will use the updated address for mailing the class
8 notice. If ILYM Group does not locate an updated address in the NCOA database, it will use the original
9 address provided by Defendant for mailing the class notice.

10 7. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM
11 Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts
12 and will promptly re-mail the class notice.

13 8. Prior to sending out the notice in English & Spanish, ILYM Group will fill in the specific
14 date for the deadline so that all class members will be apprised of exactly when all applicable forms will
15 be due, depending on the deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file
16 an objection. At the expiration of the deadline, ILYM Group will inform all parties as to the number and
17 name of those individuals who filed a timely opt-out, dispute or objection.

18 9. ILYM Group's Disbursement Process will include but not limited to; (a) applying for the
19 case EIN; (b) establishing Qualified Settlement Fund ("QSF") Escrow Account), with administering tasks
20 including but not limited to overview and reconciliation of account; (c) calculating the individual
21 settlement amounts; (d) preparing, administering and distributing settlement award checks to the
22 Participating Class Members, including necessary tax forms (W2 and/or 1099); (e) calculating and
23 withholding all applicable state and federal taxes; and (f) performing other such duties as the Parties and/or
24 the Courts direct. The above services are included in ILYM Group's initial quote. Attached hereto, as
25 **Exhibit C**, is a true and correct copy of ILYM Group's quote for this matter.

26 10. ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will be
27 incurred unless the class size increases, or additional services are requested. ILYM Group's fees associated
28 with the administration of this settlement are: **\$6,950.00**.

1 I declare, under penalty of perjury under the laws of the United States of America and the State
2 of California that the foregoing is true and correct. Executed this 9th day of May 2025, at Tustin,
3 California.

4
5 
6 Lisa Mullins

EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification, and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- ERISA
- TCPA
- Antitrust
- Securities

Ramirez v JC Penney.

- ERISA Case with a class size of 26,000.

Kruger, et al. v. Novant Health

- ERISA Case with a class size of \$32 million.

Abbott, et al. v. Lockheed Martin Corp.

- ERISA Case with \$62 million.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ's) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels' no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

Case Name: Davis v. Insight

Wednesday, November 20, 2024

Requesting Attorneys Name:	Vanessa Ruggles
E-Mail:	vanessa@d.law
ILYM Contact:	Lisa Mullins
E-Mail:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

Estimate For Administrative Solutions

KEY ASSUMPTIONS	
Total Number of Class Members	205
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$325.00
Project Management:	\$2,745.00
Notification & Mailing:	\$646.25
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,768.75
Case Conclusion:	\$465.00

Estimated ILYM Fees & Expenses: \$6,950.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Davis v. Insight

Wednesday, November 20, 2024

Requesting Attorneys Name: Vanessa Ruggles

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00
Subtotal				\$325.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
NCOA	Flat Rate	\$75.00	1	\$75.00
Toll Free Customer Service Representative	Flat Fee	\$100.00	1	\$100.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
Weekly Reports	Flat Rate	\$750.00	1	Waived
Subtotal				\$2,745.00

NOTIFICATION/MAILING				
Fulfillment of Notice, English and Spanish	Per Piece	\$1.50	205	\$307.50
USPS First Class Postage	Per Piece	\$0.70	205	\$143.50
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	31	\$61.50
Storage, Photocopies, Deliveries	Flat Fee	\$133.75	1	\$133.75
Subtotal				\$646.25

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Davis v. Insight

Wednesday, November 20, 2024

Requesting Attorneys Name: Vanessa Ruggles

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	205	\$205.00
USPS First Class Postage	Per Piece	\$0.60	205	\$123.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	21	\$30.75
Preparation of Taxes	Hourly	\$120.00	3	\$360.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$2,768.75

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$465.00

Estimated ILYM Fees & Expenses: \$6,950.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 3

EXHIBIT 4

Activities Export

07/03/2025
10:50 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/08/2025		ONE LEGAL FEES - CONVENIENCE FEE- REF# 25326942 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$1.95	-	\$1.95
05/08/2025		ONE LEGAL FEES- COURT FILING FEE-REF# 25326942 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$60.00	-	\$60.00
05/08/2025		ONE LEGAL FEES - CONVENIENCE FEE- REF#25326940 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$0.65	-	\$0.65
05/08/2025		ONE LEGAL FEES- COURT FILING FEE-REF# 25326940 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$20.00	-	\$20.00
05/07/2025		ONE LEGAL FEES - CONVENIENCE FEE- REF# 21646640 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$0.62	-	\$0.62
05/07/2025		ONE LEGAL FEES- EFILING CHARGE- REF# 21646640 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$16.95	-	\$16.95
05/07/2025		ONE LEGAL- COURT TECHNOLOGY ACCESS FEE- REF# 21646640 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$2.25	-	\$2.25
01/22/2025		ONE LEGAL FEES - CONVENIENCE FEE- REF# 24547976	INSIGHT .	Marissa Salinas	1.00	\$1.95	-	\$1.95
							\$0.00 0.00h	\$16,526.91 0.00h

Activities Export

07/03/2025
10:50 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Unbilled						
01/22/2025		ONE LEGAL FEES- COURT FILING FEE-REF# 24547976 Unbilled	INSIGHT .	Marissa Salinas	1.00	\$60.00	-	\$60.00
01/21/2025		ONE LEGAL FEES- EFILING CHARGE- REF# 24547972 Unbilled	INSIGHT .	Marissa Salinas	1.00	\$16.95	-	\$16.95
01/21/2025		ONE LEGAL FEES- EFILING CHARGE- REF# 24547972 Unbilled	INSIGHT .	Marissa Salinas	1.00	\$0.62	-	\$0.62
01/21/2025		ONE LEGAL- COURT TECHNOLOGY ACCESS FEE- REF# 24547972 Unbilled	INSIGHT .	Marissa Salinas	1.00	\$2.25	-	\$2.25
11/04/2024		ONE LEGAL FEES - CONVENIENCE FEE- REF# 24044383 Unbilled	INSIGHT .	Marissa Salinas	1.00	\$0.65	-	\$0.65
11/04/2024		ONE LEGAL FEES - CONVENIENCE FEE- REF# 24044383 Unbilled	INSIGHT .	Marissa Salinas	1.00	\$20.00	-	\$20.00
11/04/2024		ONE LEGAL FEES- COURT FILING FEE-REF# 24044383 Unbilled	INSIGHT .	Marissa Salinas	1.00	\$20.00	-	\$20.00
11/01/2024		ONE LEGAL FEES - CONVENIENCE FEE- REF#	INSIGHT .	Marissa Salinas	1.00	\$1.24	-	\$1.24
							\$0.00 0.00h	\$16,526.91 0.00h

Activities Export

07/03/2025
10:50 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		24044385 ● Unbilled						
11/01/2024		ONE LEGAL FEES - DISBURSEMENT ADMINISTRATION COST-REF# 24044385 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$1.00	-	\$1.00
11/01/2024		ONE LEGAL FEES- EFILING CHARGE- REF# 24044385 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$14.95	-	\$14.95
11/01/2024		ONE LEGAL- COURT TECHNOLOGY ACCESS FEE- REF# 24044385 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$2.25	-	\$2.25
11/01/2024		ONE LEGAL FEES- COURT FILING FEE-REF# 24044385 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$20.00	-	\$20.00
11/01/2024		ONE LEGAL FEES - CONVENIENCE FEE- REF# 24044385 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$1.24	-	\$1.24
11/01/2024		ONE LEGAL FEES- DISBURSMENT ADMINISTRATION CHARGE- REF# 24044385 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$1.00	-	\$1.00
							\$0.00 0.00h	\$16,526.91 0.00h

Activities Export

07/03/2025
10:50 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/01/2024		ONE LEGAL FEES- EFILING CHARGE- REF# 24044385 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$14.95	-	\$14.95
11/01/2024		ONE LEGAL- COURT TECHNOLOGY ACCESS FEE- REF# 24044385 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$2.25	-	\$2.25
11/01/2024		ONE LEGAL FEES- COURT FILING FEE-REF# 24044385 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$20.00	-	\$20.00
10/31/2024		Smart Forensics ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$270.00	-	\$270.00
10/31/2024		ONE LEGAL FEES - CONVENIENCE FEE- REF# 24044386 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$1.63	-	\$1.63
10/31/2024		ONE LEGAL FEES- CCD- STANDARD COURTESY COPY- REF# 24044386 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$50.00	-	\$50.00
08/20/2024		ONE LEGAL FEES - CONVENIENCE FEE- REF# 23557883 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$0.59	-	\$0.59
08/20/2024		ONE LEGAL FEES- COURT FILING FEE-REF# 23557883 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$20.00	-	\$20.00
							\$0.00 0.00h	\$16,526.91 0.00h

Activities Export

07/03/2025
10:50 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/20/2024		ONE LEGAL FEES - CONVENIENCE FEE- REF# 23557884 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$1.48	-	\$1.48
08/20/2024		ONE LEGAL FEES- CCD- STANDARD COURTESY COPY- REF#23557884 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$50.00	-	\$50.00
08/19/2024		ONE LEGAL FEES - CONVENIENCE FEE- REF# REF# 23557880 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$0.51	-	\$0.51
08/19/2024		ONE LEGAL FEES- EFILING CHARGE- REF# 23557880 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$14.95	-	\$14.95
08/19/2024		ONE LEGAL- COURT TECHNOLOGY ACCESS FEE- REF# 23557880 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$2.25	-	\$2.25
08/08/2024		Berger Consulting Group- Expert Fees- Ref# 10195 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$5,895.00	-	\$5,895.00
07/22/2024		FEDERAL EXPRESS- Invoice # 4-642-43500 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$20.22	-	\$20.22
06/27/2024		MARSILI MEDIATION- REF#110294 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$7,500.00	-	\$7,500.00
							\$0.00 0.00h	\$16,526.91 0.00h

Activities Export

07/03/2025
10:50 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/22/2023		ONE LEGAL FEES- CCD-STANDARD COURTESY COPY- REF# 21860529 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$50.00	-	\$50.00
12/22/2023		ONE LEGAL FEES - CONVENIENCE FEE- REF#21860529 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$1.48	-	\$1.48
12/22/2023		ONE LEGAL FEES - CONVENIENCE FEE- REF#21860528 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$1.04	-	\$1.04
12/22/2023		ONE LEGAL FEES- EFILING CHARGE- REF# 21860528 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$12.95	-	\$12.95
12/22/2023		ONE LEGAL- COURT TECHNOLOGY ACCESS FEE- REF#21860528 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$2.25	-	\$2.25
12/22/2023		ONE LEGAL- COURT FILING FEE- REF# 21860528 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$20.00	-	\$20.00
10/02/2023		ONE LEGAL FEES - CONVENIENCE FEE- REF#21257706 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$1.48	-	\$1.48
10/02/2023		ONE LEGAL FEES- CCD-STANDARD COURTESY COPY-	INSIGHT .	Marissa Salinas	1.00	\$50.00	-	\$50.00
							\$0.00 0.00h	\$16,526.91 0.00h

Activities Export

07/03/2025
10:50 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		REF# 21257706 ● Unbilled						
09/21/2023		ONE LEGAL FEES - CONVENIENCE FEE- REF# 0159366 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$1.04	-	\$1.04
09/21/2023		ONE LEGAL FEES- EFILING CHARGE- REF# E- REF#0159366 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$12.95	-	\$12.95
09/21/2023		ONE LEGAL- COURT TECHNOLOGY ACCESS FEE- REF#0159366 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$2.25	-	\$2.25
09/21/2023		ONE LEGAL- COURT FILING FEE- REF#0159366 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$20.00	-	\$20.00
09/13/2023		ONE LEGAL FEES- CCD- STANDARD COURTESY COPY- REF# ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$50.00	-	\$50.00
09/13/2023		ONE LEGAL FEES - CONVENIENCE FEE- REF# 21125659 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$1.48	-	\$1.48
09/13/2023		ONE LEGAL FEES - CONVENIENCE FEE- REF#21122704 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$1.48	-	\$1.48
							\$0.00 0.00h	\$16,526.91 0.00h

Activities Export

07/03/2025
10:50 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/13/2023		ONE LEGAL FEES- CCD-STANDARD COURTESY COPY- REF# 21122704 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$50.00	-	\$50.00
08/31/2023		ONE LEGAL- COURT TECHNOLOGY ACCESS FEE- REF21125658 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$12.95	-	\$12.95
08/31/2023		ONE LEGAL FEES - CONVENIENCE FEE- REF# 21125658 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$4.87	-	\$4.87
08/31/2023		JANNEY AND JANNEY- COURT FILING SERVICE- REF#21125658 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$2.25	-	\$2.25
08/31/2023		JANNEY AND JANNEY- COURT FILING SERVICE- REF#21125658 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$150.00	-	\$150.00
08/31/2023		ONE LEGAL FEES - CONVENIENCE FEE- REF#21122703 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$0.45	-	\$0.45
08/31/2023		ONE LEGAL FEES- EFILING CHARGE- REF#21122703 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$12.95	-	\$12.95
08/31/2023		ONE LEGAL- COURT TECHNOLOGY ACCESS FEE- REF#21122703	INSIGHT .	Marissa Salinas	1.00	\$2.25	-	\$2.25
							\$0.00 0.00h	\$16,526.91 0.00h

Activities Export

07/03/2025
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Unbilled						
08/22/2023		ONE LEGAL FEES - CONVENIENCE FEE- REF#21023602 Unbilled	INSIGHT .	Marissa Salinas	1.00	\$1.48	-	\$1.48
08/22/2023		ONE LEGAL FEES- CCD- STANDARD COURTESY COPY- REF#21023602 Unbilled	INSIGHT .	Marissa Salinas	1.00	\$50.00	-	\$50.00
08/17/2023		Postage- Mail-serves Unbilled	INSIGHT .	Marissa Salinas	1.00	\$0.63	-	\$0.63
06/29/2023		ONE LEGAL- FILING AMENDED COMPLAINT Unbilled	INSIGHT .	Marissa Salinas	1.00	\$15.65	-	\$15.65
06/26/2023		ONE LEGAL- FILING FAC Unbilled	INSIGHT .	Marissa Salinas	1.00	\$54.05	-	\$54.05
06/23/2023		Postage- Mail-serves Unbilled	INSIGHT .	Marissa Salinas	1.00	\$3.18	-	\$3.18
05/23/2023		Postage- Mail-serves Unbilled	INSIGHT .	Marissa Salinas	1.00	\$0.84	-	\$0.84
05/01/2023		Postage- Mail-serves Unbilled	INSIGHT .	Marissa Salinas	1.00	\$2.64	-	\$2.64
04/28/2023		APEX LEGAL SERVICES - FILING FEE- REF# 34728 Unbilled	INSIGHT .	Marissa Salinas	1.00	\$231.00	-	\$231.00
							\$0.00 0.00h	\$16,526.91 0.00h

Activities Export

07/03/2025
10:50 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/18/2023		Postage- Mail-serves ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$4.99	-	\$4.99
04/18/2023		LWDA- PAGA Claim Notice Fee ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$75.00	-	\$75.00
04/18/2023		ONE LEGAL SERVICES - FILING FEE- REF# 20238485 ● Unbilled	INSIGHT .	Marissa Salinas	1.00	\$1,492.98	-	\$1,492.98
							\$0.00 0.00h	\$16,526.91 0.00h

EXHIBIT 5

EXHIBIT 6

Smart Forensics
2030 Main Street
Suite 1300
Irvine, CA 92614
949-260-4735



D.Law
1635 Pontius Ave 2nd Floor
Los Angeles, CA 90025

Balance \$270.00
Invoice # 01224
Invoice Date October 31, 2024
Payment Terms Net 30
Due Date November 30, 2024

Tracy Denise Davis v. Insight Psychology and Addiction, Inc., dba Nsight Psychology & Addiction and Nsight Mental Health & Wellness (2024-1334)

Time Entries

Date	EE	Activity	Description	Rate	Hours	Line Total
10/23/2024	EH	Research	Research of tax implications of settlements.	\$225.00	0.6	\$135.00
10/29/2024	EH	Research	Research of tax implications of settlements.	\$225.00	0.6	\$135.00
Totals:					1.2	\$270.00

Terms & Conditions:

Thank you for your business.
To pay by check, our mailing address is 2030 Main Street, Suite 1300, Irvine, CA 92614.
To pay by credit card, please visit www.smart-forensics.com/make-payment.
To pay by Zelle, please use jsmart@smart-forensics.com as the recipient email address.

Time Entry Sub-Total:	\$270.00
Sub-Total:	\$270.00
Total:	\$270.00
Amount Paid:	\$0.00
Balance Due:	\$270.00

Account Summary

D.Law's Trust Balance

Balance As Of 11/06/2024:
\$0.00

EXHIBIT 7



MARSILI MEDIATION INC.
11150 W. Olympic Blvd., Suite 990
Los Angeles, CA 90064
213.389.6050
www.marsiliation.com

DATE	INVOICE #
6/27/2024	110294
DUE DATE	
6/29/2024	

BILL TO
D.Law, Inc. c/o Emil Davtyan 880 E Broadway Glendale, CA 91205

MEDIATION DATE
7/29/2024

DESCRIPTION	AMOUNT
Plaintiff's share of Mediation services. Davis v. Insight Psychology and Addiction, Inc. Reference #: MM-20242907 Mediation Date: 7/29/2024	7,500.00
Make checks payable to Marsili Mediation Inc. Tax I.D.# 86-2600060	TOTAL \$7,500.00

EXHIBIT 8

1 **D.LAW, INC.**
Emil Davtyan (SBN 299363)
2 Emil@d.law
David Yeremian (SBN 226337)
3 d.yeremian@d.law
Enoch J. Kim (261146)
4 e.kim@d.law
Marta Manus (260132)
5 m.manus@d.law
450 N. Brand Blvd. Suite 840
6 Glendale, CA 91203
Telephone: (818) 962-6465
7 Facsimile: (818) 962-6469

8 Attorneys for Plaintiff TRACY DENISE DAVIS,
on behalf of herself and all others similarly situated
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ORANGE**

12 TRACY DENISE DAVIS, on behalf of herself
13 and all others similarly situated,

14 Plaintiffs,

15 v.

16 INSIGHT PSYCHOLOGY AND ADDICTION,
17 INC. d/b/a “Nsight Psychology & Addiction,”
18 and/or “Nsight Mental Health & Wellness,” a
California corporation; and DOES 1 to 10,
19 inclusive,

20 Defendants.
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CLASS ACTION

Case No.: 30-2023-01319920-CU-OE-CXC

**DECLARATION OF JARRETT
GORLICK IN SUPPORT OF
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Preliminary Approval Hearing:
Dept: CX104

Honorable Melissa R. McCormick
Department CX104

Action filed: April 18, 2023
Trial date: None Set

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I, Jarrett Gorlick, declare:

1. I am over the age of 18 and am not a party to this action. All the facts set forth in this declaration are within my personal knowledge, true and correct, and, if called upon to testify, I could and would competently and truthfully testify to the following:

2. I am a partner at Berger Consulting Group, LLC (“BCG”) and have provided data analysis and damage exposure for over 3,000 cases. I have reviewed and analyzed data provided in numerous formats for multiple business types, including but not limited to retail, hospitals, logistics, finance, hospitality, technology, and manufacturing. My curriculum vitae is attached hereto as **Exhibit 1**. BCG was founded in 2013 and has been hired to provide expert analysis for more than 6,000 cases. BCG provides data and statistical analysis based on timekeeping records and other types of employee data.

3. I obtained a Bachelor of Arts degree in Economics and Psychology from the University of California, Santa Barbara in 2013. I received the Outstanding Scholastic Achievement in Economics award for graduating with the highest GPA in the department, graduated with High Honors, and completed the College of Letters and Sciences Honors Program. I hold the Certified Financial Planner designation, which required coursework in financial and data analysis, as well as accounting.

4. I testified as an expert witness in the following:

1. *Rodriguez v. Dynamic Auto Images*, Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC, Deposition 9/26/2022
2. *Cruz v. Talent Scale*, Riverside County Superior Court Case No. RIC1821842, Deposition 5/26/2022
3. *Liggins v. GMRI*, Los Angeles Superior Court Case No. BC717321, Deposition 3/31/2022
4. *Ortega v. Carson Wild Wings*, Los Angeles Superior Court Case No. BC677389, Deposition 1/6/2022
5. *Cruz v. Dignity Health*, Sacramento County Superior Court Case No. 34-2018-

- 00245506, Deposition 11/23/2021
6. *Larson v. Mark Twain Medical Center*, Calaveras County Superior Court Case No. 19CV44062, Deposition 11/18/2021
7. *Powell v. St Joseph's Medical Center*, San Joaquin County Superior Court Case No. STK-CV-UOE-2019-00111555, Deposition 11/4/2021
8. *Johnson v. Bakersfield*, Kern Superior Case No. BCV-19-102016, Deposition 10/25/2021
9. *Dawson v. GoHealth*, San Francisco Superior Case No. CGC-19-577790, Deposition 10/21/2021
10. *Torrez v. Del Taco*, Alameda Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 10/5/2021
11. *Ortega v. Carson Wild Wings*, Los Angeles Superior Case No. BC677389, Deposition 9/9/2021
12. *Haaverson v. Tavistock Freebirds*, Alameda Superior Court Case No. RG19030716, Trial 8/19/2021
13. *Escamilla v. Ono Hawaiian BBQ*, Los Angeles Superior Court Case No. BC651992, Deposition 8/16/2021
14. *Nash v. Horizon Freight Services*, Northern District Court Case No. 3:19-cv-01883-VC, Deposition 8/11/2021
15. *Harris v. Villa Del Rio*, Los Angeles Superior Court Case No. 19STCV28198, Deposition 6/18/2021
16. *Morgan v. Rohr*, Southern District Court Case No. 3:20-CV-00574-GPC-AHG, Deposition 5/24/2021
17. *Fortson v. COMPASS*, Alameda Superior Court Case No. RG16818319, Trial 5/17/2021
18. *Anderson v. Safe Streets*, Eastern District Case No. 2:18-CV-00323-KJM-GGH, Deposition 5/13/2021
19. *Christensen v. Carter's Retail*, Central District of California Case No. 8:20-cv-00776 JLS (KESx), Deposition 4/15/2021
20. *Fortson v. COMPASS*, Alameda Superior Court Case No. RG16818319, Deposition 3/26/2021

- 1 21. *Torrez v. Del Taco*, Alameda Superior Court Judicial Counsel Coordination
2 Proceeding No. 4904, Deposition 3/3/2021
- 3 22. *McCarty v. SMG*, Northern District of California Case No. 3:17-cv-06232-JD,
4 Deposition 2/4/2021
- 5 23. *Chaney v. Select Education Group*, Stanislaus Superior Court Case No. CV-19-
6 002224, Arbitration 12/4/2020
- 7 24. *Chaney v. Select Education Group*, Stanislaus Superior Court Case No. CV-19-
8 002224, Deposition 11/24/2020
- 9 25. *Zarate v. La Pizza Loca*, Los Angeles Superior Court Case No. BC642655,
10 Deposition 10/2/2020
- 11 26. *Cassiano Falero v. Southern California Pizza*, Orange County Superior Court
12 Judicial Counsel Coordination Proceeding No. 4725, Deposition 9/17/2020
- 13 27. *Hernandez v. Terminix International*, AAA Case No. 01-18-0000-4288,
14 Arbitration 9/8/2020
- 15 28. *Hernandez v. Terminix International*, AAA Case No. 01-18-0000-4288,
16 Deposition 8/12/2020
- 17 29. *Martinez v. AA Meat Products*, Los Angeles Superior Court Case No. BC650944,
18 Deposition 6/25/2020
- 19 30. *Shi v. J. Filippi Vintage Company*, San Bernardino Superior Court Case No.
20 CIVDS1806156, Trial 3/9/2020
- 21 31. *Rosales v. Staples Contract and Commercial*, Los Angeles Superior Court
22 Judicial Counsel Coordination Proceeding No. 4854, Deposition 2/4/2020
- 23 32. *Anderson v. Safe Streets*, AAA Case No. 01-18-0004-3136, Arbitration
24 11/19/2019
- 25 33. *Anderson v. Safe Streets*, AAA Case No. 01-18-0004-3136, Deposition
26 10/30/2019
- 27 34. *Kelly v. High Desert Support Services*, San Bernardino Superior Court Case No.
28 CIVDS1616463, Trial 10/1/2019
35. *Kelly v. High Desert Support Services*, San Bernardino Superior Court Case No.
CIVDS1616463, Deposition 9/9/2019

1 36. *Reed & Moore v. Aramark Uniform Services*, Alameda Superior Court Case No.
2 RG168322314, Deposition 8/9/2019

3 37. *Gamboa v. Nelson Miller*, Los Angeles Superior Court Case No. BC658201,
4 Deposition 4/2/2019

5 38. *Leyva v. SCPMG*, Los Angeles Superior Court Case No. BC621718, Deposition
6 7/26/2018

7 39. *Emard et al. v. Twin Cities Community Hospital*, AAA Case No. 01-17-0000-
8 1313, Arbitration 7/19/2018

9 40. *McConville v. Renzenberger*, Central District of California Western Division Case
10 No. 17-cv-02972-FMO-JC, Deposition 2/1/2018

11 41. *Galeano v. Royal Laundry*, San Mateo Superior Court Case No. CIV534888,
12 Deposition 10/12/2017

13 5. I was retained by Counsel for Plaintiff in the matter *Tracy Denise Davis v. Insight*
14 *Psychology and Addiction*, Orange County Superior Court Case No. 30-2023-01319920-CU-OE-
15 CXC, to assist in evaluating the alleged wage and hour claims based upon putative class member
16 data in preparation for a mediation that occurred in July 2024.

17 ***Sample Size and Extrapolation***

18 6. Based on information from Counsel for Plaintiff and the data provided to me, I
19 understand that a random sample was taken from a putative class of approximately 202
20 individuals. This approximately 54.4% sample containing around 110 individuals is typical in
21 my experience considering the size of the total population.

22 7. The margin of error of this sample based on a 95% confidence level is
23 approximately 6.3%. While this margin of error is slightly larger than the typical 5% sought after
24 in sampling, there is no predetermined sample size or margin of error that unequivocally
25 determines validity. As stated by professor and statistician David Freedman regarding sample
26 size: "There is no definitive statistical answer to this familiar question. Bigger samples have less
27 sampling error. On the other hand, smaller samples may be easier to manage, and have less non-
28

1 sampling error. Bigger samples are more expensive than smaller ones: generally, resource
2 constraints will determine the sample size.”¹ In addition, the margin of error of this sample based
3 on a 90% confidence level is approximately 5.3%, slightly larger than the typical 5% sought
4 after.

5 8. I may be asked to develop additional analyses, observations, and queries in
6 connection with any data Counsel for Plaintiff provide after the date this declaration is signed. At
7 that time, if appropriate, I will prepare a supplement to this declaration.

8 I declare under penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct this 21st day of August 2025 at Los Angeles, California.

10 

11 _____
12 Jarrett Gorlick
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26 ¹ D.A. Freedman. “Sampling” In the *Encyclopedia of Social Science Research Methods*. Sage
27 Publications (2004) Vol. 3 pp. 986-990, M. Lewis-Beck, A. Bryman, and T.F. Liao, eds.



Jarrett Gorlick CFP®

(818) 903-8824

jarrett@bergerconsultinggroup.com

Professional Experience

Berger Consulting Group

2016-PRESENT

Partner

- Create quantitative models and conduct quantitative analyses to assist attorneys prepare for various stages of litigation on more than 3,000 wage and hour lawsuits since 2016
- Analyze data from various industries including retail, healthcare, logistics, finance, hospitality, technology, and manufacturing for both single plaintiff cases and classes with more than 40,000 employees
- Perform data conversion using multiple commercial Optical Character Recognition (OCR) software to transform small to large volumes of documents and image files into Excel or other data formats like Microsoft Access databases
- Recognize patterns within data and automate calculations in order to objectively extract results from datasets
- Produce detailed reports, write case analysis summaries explaining results, and provide expert testimony of my findings

LPL Financial

2013-2017

Operations Manager

- Analyzed revenue data and created models to segment client base by revenue, Asset Under Management (AUM), and growth potential, facilitating annual AUM growth
- Developed the processes of repeatable, systematic investment research, securities trading, cash and client account management
- Implemented robust financial software, advancing data analysis and enhancing client recommendations via comprehensive financial plans

UCSB Extension

2016-2018

Instructor of Investment Analysis and Strategic Business Development

- Designed course curricula and materials to facilitate business development and corporate finance education commensurate with the University of California
- Utilized group projects, exams, and both academic and professional experience-based learning to ensure students with varying levels of professional and academic experience attained valuable skills and knowledge

Professional Credentials

- CERTIFIED FINANCIAL PLANNER™

Education

UCSB

2013

Bachelor of Arts (Honors Program; Double Major; Cumulative GPA: 3.83)

- *Economics (Major GPA: 3.95), Psychology (Major GPA: 3.69)*
- *Honors: Outstanding Scholastic Achievement in Economics for highest GPA in department, High Honors in College of Letters and Sciences, Dean's Honors List (8 quarters), United States Bowling Congress Scholarship*

Additional

- *Computer Skills:* Excel/VBA/Pivot, Python/R, STATA/SPSS, SQL, Access, Omnipage PDF Converter, ABBYY FineReader, Adobe Acrobat Pro
- *Volunteer Work:* Support Partners In Education, Santa Barbara Community Environmental Council, Casa Esperanza homeless shelter, UCSB Alumni Association, various UCSB Research Colloquia

Testimony

Berger Consulting Group

1. Rodriguez v Dynamic Auto Images, Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC, Deposition 9/26/2022
2. Cruz v Talent Scale, Riverside County Superior Court Case No. RIC1821842, Deposition 5/26/2022
3. Liggins v GMRI, Los Angeles County Superior Court Case No. BC717321, Deposition 3/31/2022
4. Ortega v Carson Wild Wings, Los Angeles County Superior Court Case No. BC677389, Deposition 1/6/2022
5. Cruz v Dignity Health, Sacramento County Superior Court Case No. 34-2018-00245506, Deposition 11/23/2021
6. Larson v Mark Twain Medical Center, Calaveras County Superior Court Case No. 19CV44062, Deposition 11/18/2021
7. Powell v St Joseph's Medical Center, San Joaquin County Superior Court Case No. STK-CV-UOE-2019-00111555, Deposition 11/4/2021
8. Johnson v Bakersfield Memorial Hospital, Kern County Superior Court Case No. BCV-19-102016, Deposition 10/25/2021
9. Dawson v GoHealth, San Francisco County Superior Court Case No. CGC-19-577790, Deposition 10/21/2021
10. Torrez v Del Taco, Alameda County Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 10/5/2021
11. Ortega v Carson Wild Wings, Los Angeles County Superior Court Case No. BC677389, Deposition 9/9/2021
12. Haaverson v Tavistock Freebirds, Alameda County Superior Court Case No. RG19030716, Trial 8/19/2021
13. Escamilla v Ono Hawaiian BBQ, Los Angeles County Superior Court Case No. BC651992, Deposition 8/16/2021
14. Nash v Horizon Freight Systems, United States Northern District of California Case No. 3:19-cv-01883-VC, Deposition 8/11/2021
15. Harris v Villa Del Rio, Los Angeles County Superior Court Case No. 19STCV28198, Deposition 6/18/2021
16. Morgan v Rohr, United States Southern District of California Case No. 3:20-CV-00574-GPC-AHG, Deposition 5/24/2021
17. Fortson v Care Options Management Plans and Support Services, Alameda County Superior Court Case No. RG16818319, Trial 5/17/2021
18. Anderson v Safe Streets, United States Eastern District of California Case No. 2:18-CV-00323-KJM-GGH, Deposition 5/13/2021
19. Christensen v Carter's Retail, United States Central District of California Case No. 8:20-cv-00776 JLS (KESx), Deposition 4/15/2021
20. Fortson v Care Options Management Plans and Support Services, Alameda County Superior Court Case No. RG16818319, Deposition 3/26/2021
21. Torrez v Del Taco, Alameda County Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 3/3/2021
22. McCarty v SMG, United States Northern District of California Case No. 3:17-cv-06232-JD, Deposition 2/4/2021
23. Chaney v Select Education Group, Stanislaus County Superior Court Case No. CV-19-002224, Arbitration 12/4/2020
24. Chaney v Select Education Group, Stanislaus County Superior Court Case No. CV-19-002224, Deposition 11/24/2020
25. Zarate v La Pizza Loca, Los Angeles County Superior Court Case No. BC642655, Deposition 10/2/2020
26. Southern California Pizza Wage and Hour Cases, Orange County Superior Court Judicial Counsel Coordination Proceeding No. 4725, Deposition 9/17/2020
27. Hernandez v Terminix International, AAA Case No. 01-18-0000-4288, Arbitration 9/8/2020
28. Hernandez v Terminix International, AAA Case No. 01-18-0000-4288, Deposition 8/12/2020
29. Martinez v AA Meat Products, Los Angeles County Superior Court Case No. BC650944, Deposition 6/25/2020
30. Shi v J Filippi Vintage Company, San Bernardino County Superior Court Case No. CIVDS1806156, Trial 3/9/2020
31. Rosales v Staples Contract and Commercial, Los Angeles County Superior Court Judicial Counsel Coordination Proceeding No. 4854, Deposition 2/4/2020
32. Anderson v Safe Streets, AAA Case No. 01-18-0004-3136, Arbitration, 11/19/2019
33. Anderson v Safe Streets, AAA Case No. 01-18-0004-3136, Deposition 10/30/2019

34. Kelly v High Desert Support Services, San Bernardino County Superior Court Case No. CIVDS1616463, Trial 10/1/2019
35. Kelly v High Desert Support Services, San Bernardino County Superior Court Case No. CIVDS1616463, Deposition 9/9/2019
36. Reed & Moore v Aramark Uniform Services, Alameda County Superior Court Case No. RG16832314, Deposition 8/9/2019
37. Gamboa v Nelson Miller, Los Angeles County Superior Court Case No. BC658201, Deposition 4/2/2019
38. Leyva v SCPMG, Los Angeles County Superior Court Case No. BC621718, Deposition 7/26/2018
39. Emard v Twin Cities Community Hospital, AAA Case No. 01-17-0000-1313, Arbitration 7/19/2018
40. McConville v Renzenberger, United States Central District of California Case No. 17-cv-02972-FMO-JC, Deposition 2/1/2018
41. Galeano v Royal Laundry, San Mateo County Superior Court Case No. CIV534888, Deposition 10/12/2017

EXHIBIT 9

MOLLIE M. BURKS (SBN: 222112)
mburks@grsm.com
SAT SANG S. KHALSA (SBN: 256130)
skhalsa@grsm.com
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Attorneys for Defendant
INSIGHT PSYCHOLOGY AND ADDICTION, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

TRACY DENISE DAVIS, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

INSIGHT PSYCHOLOGY AND
ADDICTION, INC. d/b/a “Nsight Psychology
& Addiction,” and/or “Nsight Mental Health &
Wellness,” a California corporation; and DOES
1 to 10, inclusive ,

Defendants.

CLASS ACTION

Case No. 30-2023-01319920-CU-OE-CXC

**DECLARATION OF SAT SANG S.
KHALSA IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL**

Action filed: April 18, 2023

Trial date: None Set

I, Sat Sang S. Khalsa declare as follows:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am a partner at the law offices of Gordon Rees Scully Mansukhani, LLP, and an attorney of record for Defendant NSIGHT PSYCHOLOGY AND ADDICTION, INC. (“Defendant”) in the above-entitled action. I have personal knowledge of the facts set forth herein, and if called upon as a witness, I could and would testify competently thereto.

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1 2. I am not aware of any other pending Class or PAGA actions with overlapping
2 claims or definitions that will be impacted by the Court's decision to grant preliminary
3 approval of the proposed settlement in this action.

4 I declare under penalty of perjury under the laws of the state of California that the
5 foregoing is true and correct.

6 Executed this 22nd day of July 2025, at Sterling, Massachusetts.

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10 Sat Sang S. Khalsa
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EXHIBIT 10



April 18, 2023

Submitted at <https://www.dir.ca.gov> with \$75 filing fee

PAGA Administrator
California Labor and Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: INSIGHT PSYCHOLOGY AND ADDICTION, INC. d/b/a “Nsight Psychology & Addiction” and/or “Nsight Mental Health & Wellness” (the “Employer”)

NOTICE OF LABOR CODE VIOLATIONS UNDER LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency and the Employer

From: TRACY DAVIS (the “Employee”), who was subjected to the wage and hour practices set forth below

The Employee, by way of the above-named counsel, submits this Notice, under and in compliance with the requirements of California Labor Code § 2699.3(a)/(c), and alleges the facts and theories to support the alleged violations as follows:

During the applicable time period, each Employer employed the Employee and all other similarly situated aggrieved employees as hourly-paid, non-exempt employees, and utilized consistent policies and procedures regarding the Employee and all such other similarly situated aggrieved employees, as follows:

First, the Employee and all other similarly situated aggrieved employees performed work for the Employer while clocked out, including but not limited to weekly COVID tests, and using their personal mobile devices off the clock for work-required communications including but not limited to with supervisors. As such, the Employer failed to pay all straight time, minimum, and overtime wages due for the time the Employee and all other similarly situated aggrieved employees were subject, as stated, to the Employer’s control, in violation of Labor Code §§ 510, 1194, 1197, and 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Second, the Employer utilized a time rounding policy that ignored employees’ actual time punches and instead rounded their time. This policy (combined with the fact that employees often arrived early and/or worked late) resulted in a disproportionate negative impact on employees that does not average out over a period of time and as such, is not used in such a manner that it will not result over a period of time in failure to compensate for all time actually worked. As such, the Employer violated Labor Code §§ 204, 510, 1194, 1197, 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Third, the Employer utilized an overtime policy that failed to pay the appropriate overtime pay rate for all overtime hours worked in a workday by the Employee and all other similarly situated aggrieved employees. Here, the Employer did not include in the overtime pay rate all non-discretionary pay. As such, the Employer violated Labor Code §§ 510, 1194, 1197, 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Fourth, the Employer failed to timely provide all legally compliant meal breaks (including second meal breaks) to the Employee and all other similarly situated aggrieved employees because Employer failed to relinquish all control and also because meal breaks were late, short, missed, or interrupted. The Employee and all other similarly situated aggrieved employees routinely worked over five hours but did not always get lawful full thirty-minute uninterrupted meal breaks within the first five hours of their shift. Further, they sometimes worked over ten and/or twelve hours but were not timely provided a legally compliant second meal break. The Employer did not always pay a meal period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7, 512 and 516 and the applicable Industrial Wage Order ¶ 11 and owes penalties under Labor Code §§ 2699(f) and/or 558.

Fifth, the Employer failed to always authorize and permit paid rest breaks to the Employee and all other similarly situated aggrieved employees. The Employee and all other similarly situated aggrieved employees did not always get full ten-minute uninterrupted rest breaks within the first four hours of their shift or major fraction thereof, and each subsequent four hours worked thereafter or major fraction thereof. As such, the Employee and all other similarly situated aggrieved employees were not always authorized and permitted legally compliant rest breaks. The Employer did not pay a rest period penalty for any of these violations. As such, the Employer violated Labor Code §§ 226.7 and 516 and the applicable Industrial Wage Order ¶ 12(A)/(B) and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Sixth, the Employer failed to provide legally compliant paid rest breaks to the Employee and all other similarly situated aggrieved employees. Here, the Employer did not relinquish all control of the Employee and all other similarly situated aggrieved employees during rest breaks. Therefore, the Employee and all other similarly situated aggrieved employees did not always get full ten-minute uninterrupted legally compliant paid rest breaks within the first four hours of their shifts or major fraction thereof, and each subsequent four hours worked thereafter or major fraction thereof. As such, the Employee and all other similarly situated aggrieved employees were not always provided legally compliant rest breaks. (*Augustus v ABM Security Services, Inc.* (2016) 2 Cal 5th 257.) Because the Employer did not pay a rest period penalty for these violations, the Employer violated Labor Code §§ 226.7 and 516 and the applicable Industrial Wage Order ¶ 12(A)/(B) and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Seventh, the Employee and all other similarly situated aggrieved employees incurred mobile device-related expenses while performing reasonable and necessary work-related duties, including but not limited to using the devices for electronic clocking in and out for shifts and meal breaks. However, the Employer failed to reimburse for these mobile device-related expenses. (*Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.) As such, the Employer violated Labor Code §§ 450 and 2802 by failing to reimburse the Employee and all other similarly situated aggrieved employees for all mobile device-related expenses reasonably incurred in the course of their required work duties and owes penalties under Labor Code § 2699(f).

Eighth, regarding wage statements, under Labor Code § 226 and the applicable Industrial Wage Order, the Employer is required to include certain information on a paystub. Here, because the Employer allegedly failed to pay all wages as set forth above, improper paystubs were issued by the Employer to the Employee and all other similarly situated aggrieved employees, and the Employee alleges that the Employer has derivatively violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Ninth, also regarding wage statements, and in addition to the alleged derivative violations of Labor Code § 226 above, under Labor Code § 226(a) and the applicable Industrial Wage Order, the Employer is required to include certain information on an employee's wage statement. Here, the Employer issued improper wage statements to the Employee and all other similarly situated aggrieved employees because the Employer's wage statements did not always contain all requisite information, including but not limited to all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. As such, the Employer independently violated Labor Code § 226, and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Tenth, regarding waiting time penalties, under Labor Code § 203, the Employee and all other similarly situated aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employer's failure to pay all wages due upon separation of employment. Here, because the Employer failed to pay all wages as set forth above, the Employee alleges that the Employer has derivatively violated Labor Code §§ 201-203 and owes penalties under Labor Code §§ 2699(f) and/or 203.

Eleventh, also regarding waiting time penalties, and in addition to the derivative violations of Labor Code § 203 alleged above, the Employer did not pay the Employee and other separated similarly situated aggrieved employees all final wages due and owing in a timely manner. For example, on May 22, 2022, the Employee resigned in writing in advance with her final day being June 15, 2022. Because she gave the Employer 72 hours prior notice of her intention to resign, her final wages were due at the time of resignation. However, the Employee was not paid her final wages until June 17, 2022, and did not receive the requisite waiting time penalty pay. Therefore, as an independent violation of Labor Code §§ 201-203, the Employer owes penalties under Labor Code §§ 2699(f) and/or 201-203.

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within 33 calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

In addition, this letter clearly sets forth the Employee's grievances and proposed remedies, under the Labor Code, PAGA and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee's demands and settle this dispute.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

PAGA Administrator
Re: Insight Psychology And Addiction, Inc.
April 18, 2023
Page 4

Thank you for your consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read "Gregg Lander". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Emil Davtyan
Gregg Lander
Vanessa M. Ruggles

Cc: (via Certified Mail)
Insight Psychology And Addiction, Inc.
d/b/a "Nsight Psychology & Addiction"
and/or "Nsight Mental Health & Wellness"
4000 Birch Street, Suite #112A
Newport Beach, CA 92660