SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

INGRID MARIA DICKSON, an individual, on her own behalf and on behalf of all others similarly situated, Plaintiff, vs. BERKELEY THERAPY INSTITUTE, INC. a California non-profit corporation; and DOES 1 through 100, inclusive, Defendants.	**CASE NO.: 23CV036358** ASSIGNED FOR ALL PURPOSES TO HON. PATRICK MCKINNEY, DEPT. 23 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES, EXPENSES AND CLASS REPRESENTATIVE SERVICE PAYMENT** Complaint Filed: June 16, 2023

On March 11, 2026, a hearing was held on the motion of Plaintiff Ingrid Maria Dickson ("Plaintiff") for final approval of the class action settlement reached with Defendant Berkeley Therapy Institute, Inc. ("Defendant") that was preliminarily approved by the Court on November 4, 2025 (the "Settlement"). The Court having read and considered the papers on the motion, the arguments of counsel, and the law, and good cause appearing therefor, Plaintiff's motion is hereby GRANTED and IT IS ORDERED that:

1. The Court hereby GRANTS final approval of the Settlement. In full settlement of the class claims that were encompassed by this case, Plaintiff and Defendant have agreed to the entry of an Amended Joint Stipulation of Settlement ("Settlement Agreement"), attached hereto as **Exhibit 1**. The Court finds that the terms of the Settlement, are fair, reasonable and adequate under section 382 of the California Code of Civil Procedure, the Settlement was reached as a result of arm's length negotiations after sufficient investigation and discovery, and that class members were given notice of the Settlement, which advised them of their right to object to the Settlement, in a reasonable manner. The Court further determines that the Settlement was made in good faith and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in accordance with the terms of the Settlement Agreement. In particular, the amount of monies allocated to the Class Members, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate. The amounts agreed to be paid by Defendant, including the Individual Settlement Payments and Individual PAGA Payments to be paid to Settlement Class Members as provided for by the Settlement Agreement, are fair and reasonable under the facts of this case.

2. The Court hereby certifies finally and solely for the purpose of settlement a class consisting of "all non-exempt employees employed by Defendant in the State of California at any time from and including June 16, 2019 through November 4, 2025." The Court finds that the settlement class satisfies the applicable criteria for class certification under section 382 of the California Code of Civil Procedure.

3. The Court finds that the Settlement Agreement is fair, reasonable, and adequate as

to the Class, Named Plaintiff and Defendant. The Court further finds that the Settlement is the product of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the parties, is supported by an evidentiary record, experienced and qualified Class Counsel who were assisted by an experienced mediator, and confers a significant financial benefit to the Class commensurate with the likely recovery if Named Plaintiff prevailed at trial and the risks of continued litigation. The Court further finds that the Settlement Agreement is consistent with public policy, and fully complies with all applicable provisions of law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of Defendant's defenses, the amounts paid under the Settlement, the allocation of settlement proceeds among the Class Members and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial, all support the Court's decision granting final approval. The following factors also support the decision granting final approval: the risk, expense, complexity and likely duration of further litigation; the risk of attaining and maintaining class action status throughout the proceedings; and the extent of discovery completed and the stage of the proceedings.

4. The reaction of the Class Members to the proposed Settlement further supports the Court's decision granting final approval. There is only a single request for exclusion from the Settlement and that number is extremely small and negligible in comparison to the total size of the Class. There are also no objections that have been submitted to the Settlement by any of the Class Members. The Court is satisfied with the settlement administration statistics and the explanation for those statistics provided by Phoenix by way of the Declaration of Taylor Mitzner.

5. The Court hereby directs payment to the Settlement Administrator from the settlement funds for its fees and expenses in accordance with the Settlement.

6. The Court hereby directs that the Settlement Administrator distribute settlement benefits to Participating Class Members from the settlement funds in accordance with the Settlement.

7. The Court hereby awards Class Counsel's attorneys' fees in the amount of

$47,364.43, Class Counsel' expenses in the amount of $14,350.26, to be paid from the settlement funds, and finds the hourly rates of Class Counsel and their staff, as set forth in the Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Expenses and Class Representative Service Award are reasonable.

8. The Court hereby awards a Class Representative Service Award to the Plaintiff to be paid from the settlement funds in the amount of $5,500.00.

9. Pursuant to California Labor Code Section 2698, *et seq*., the Court also hereby approves allocation of $5,000.00 of the Gross Settlement Amount as payment for Plaintiff's claims on her own behalf and on behalf of all Class Members for penalties under the Private Attorneys General Act ("PAGA"), and 75% of that amount, or $3,750.00, shall be paid to the California Labor & Workforce Development Agency ("LWDA"), while the remainder shall be paid to Settlement Class Members as part of the Net Settlement Amount.

10. The Court hereby orders that any funds associated with settlement checks that remain uncashed at the expiration of one hundred eighty days (180) days from the date of issuance shall be transmitted to Legal Aid at Work.

11. The Court hereby orders that any residual amount from the Net Settlement Amount or Gross Settlement Amount remaining after all Settlement Class Members' are paid shall be distributed to Participating Class Members.

12. The Court hereby orders that class members who did not timely exclude themselves from the Settlement have released their claims against Defendant as set forth in the Settlement.

13. The Court hereby orders that class members who did not timely object to the Settlement are barred from prosecuting or pursuing any appeal of the Court's order granting final approval to the Settlement.

14. The Court hereby directs that the clerk of the Court enter the Court's order as a final judgment; and

15. The Court hereby orders that, without affecting the finality of the final judgment, it reserves continuing jurisdiction over the parties for the purposes of implementing, enforcing and/or

administering the Settlement or enforcing the terms of the judgment.

IT IS SO ORDERED.

Dated: March __, 2026

____
Honorable Patrick McKinney
Judge of the Superior Court

EXHIBIT 1

Kevin A. Lipeles (Bar No. 244275)
Thomas H. Schelly (Bar No. 217285)
Jasmine J. Badawi (Bar No. 335433)
LIPELES LAW GROUP, APC
880 Apollo Street, Suite 336
El Segundo, California 90245
Telephone: (310) 322-2211
Fax: (310) 322-2252

Attorneys for Plaintiffs
Ingrid Maria Dickson

[Additional counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

INGRID MARIA DICKSON, an individual, on her own behalf and on behalf of all others similarly situated, Plaintiffs, vs. BERKELEY THERAPY INSTITUTE, INC. a California non-profit corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: 23CV036358 Assigned to Hon. Michael Markman Dept. 23 <u>CLASS ACTION</u> **AMENDED JOINT STIPULATION OF SETTLEMENT**

KORAY J. BULUT, (SBN 230298)
KBulut@goodwinlaw.com
ASHTON O'HALLORAN (SBN 331658)
AOhalloran@goodwinlaw.com
GOODWIN PROCTER LLP
525 Market Street
San Francisco, California 94105
Tel.: +1 415 733 6000
Fax: +1 415 677 9041

Attorneys for Defendant
BERKELEY THERAPY INSTITUTE, INC.

It is stipulated and agreed by and among the undersigned Parties, subject to the approval of the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of Settlement ("Agreement" or "Settlement").

This Agreement is made by and between Plaintiff Ingrid Dickson ("Plaintiff") and the Class Members, on the one hand, and Defendant Berkeley Therapy Institute, Inc. ("BTI" or "Defendant"), on the other hand. Plaintiff and Defendant collectively are referred to in this Agreement as "the Parties."

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendant to pay the settlement amount of ONE HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS ($130,000.00) as provided in Section 3.06(a) below ("Gross Settlement Amount") pursuant to the terms and conditions of this Agreement and for the consideration set forth herein, including but not limited to, a release of all claims by Plaintiff and the Class Members as set forth herein.

ARTICLE I

<u>DEFINITIONS</u>

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

a. "Action" means the action described as follows: "*Ingrid Maria Dickson, an individual, on her own behalf and on behalf of all others similarly situated v. Berkeley Therapy Institute, Inc., a California non-profit corporation; and DOES 1 through 100, inclusive*" Case No. 23CV036358, commenced on June 16, 2023, in the Superior Court of the State of California for the County of Alameda, and any amendments and underlying Labor and Workforce Development Agency ("LWDA") letters thereto.

b. "Agreement" means this Joint Stipulation of Settlement, including the attached Exhibit(s).

c. “Class” means all non-exempt employees employed by Defendant in California at any time during the Class Period.

d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

Kevin A. Lipeles (Bar No. 244275)
Thomas H. Schelly (Bar No. 217285)
Jasmine J. Badawi (Bar No. 335433)
LIPELES LAW GROUP, APC
880 Apollo Street, Suite 336
El Segundo, California 90245
Telephone: (310) 322-2211
Fax: (310) 322-2252

e. “Class List” means a list based on Defendant’s business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, and the number of Qualifying Workweeks worked during the Class Period and PAGA Period.

f. “Class Member(s)” means all members of the Class.

g. “Class Period” means June 16, 2019 through preliminary approval by the Court of the Settlement of this Action.

h. “Court” means the California Superior Court for the County of Alameda, where the Action is currently pending.

i. “Date of Finality” means on the date that the Court grants final approval unless there are objectors/objections to the Settlement in which case the Date of Finality shall be the first regular business day after the appeal period runs (if no appeal is filed) or the first day after all appeals are denied or otherwise finally resolved or decided in favor of the Settlement.

j. “Defendant” means Defendant Berkeley Therapy Institute, Inc.

k. “Defense Counsel” means counsel for Defendant:

KORAY J. BULUT, (SBN 230298)
KBulut@goodwinlaw.com
ASHTON O’HALLORAN (SBN 331658)
AOhalloran@goodwinlaw.com
GOODWIN PROCTER LLP
525 Market Street
San Francisco, California 94105
Tel.: +1 415 733 6000
Fax: +1 415 677 9041

l. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

n. “Gross Settlement Amount” or “GSA” means ONE HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS ($130,000.00) to be paid by Defendant as provided by this Agreement to settle this Action. All payments to the Class, administration costs, attorneys’ fees and costs, PAGA and LWDA payments, and Incentive Award, pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the payments made under this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant. Defendant shall not be required to pay anything greater than the Gross Settlement Amount in exchange for the releases set forth in this Agreement with the exception of employer-side payroll taxes.

o. “Incentive Award” means a monetary amount of up to Five Thousand Five Hundred Dollars ($5,500.00) for Plaintiff, subject to Court approval, in recognition of her effort and work in prosecuting the Action on behalf of Class Members, and for her general release of claims.

p. “Individual Settlement Payment(s)” means each Participating Class Member’s respective share of the Net Settlement Amount. Individual Settlement Payments will be determined by the calculations provided in this Agreement.

q. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Settlement Amount calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

r. “LWDA” means The State of California Labor and Workforce Development Agency.

s. “LWDA Payment” means 75% of the $5,000 allocated to the settlement of PAGA claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided for below.

t. “Motion for Final Approval” means Plaintiff’s submission of a written motion, including any evidence as may be required for the Court to conduct an inquiry into the fairness of the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and to enter a Final Order in this Action.

u. “Motion for Preliminary Approval” means Plaintiff’s submission of a written motion, including any evidence as may be required for the Court to grant preliminary approval of the Settlement as required by Rule 3.769 of the California Rules of Court.

v. “Plaintiff” means Ingrid Maria Dickson.

w. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved administration costs, Class Counsels’ attorneys’ fees and costs, Incentive Award, and LWDA Payment, pursuant to Section 3.06(a)-(f) below.

x. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the Settlement Administrator a valid and timely written request to be excluded from the Class pursuant to Section 3.04(b) below. There shall be no ability for Aggrieved Employees (defined below) to opt out of the PAGA resolution.

y. “Notice Packet” means the Notice of Proposed Class Action Settlement in a form substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

z. “PAGA” means the California Private Attorneys General Act of 2004, which is codified in California Labor Code §§ 2698 *et seq*.

aa. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period as a non-exempt California employee.

bb. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount allocated to the resolution of Aggrieved Employees’ claims arising under PAGA. The Parties have agreed that the PAGA Settlement Amount is Five Thousand Dollars and Zero Cents ($5,000), subject to Court approval. If the Court requires that a larger portion of the GSA be allocated to PAGA penalties, that shall not be a basis for Plaintiff to vitiate the Agreement, and any additional amount required to be allocated to PAGA shall come from the GSA. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the remaining 25% will be added to the Net Settlement Amount and distributed to Aggrieved Employees.

cc. "Aggrieved Employees" means all Class Members employed by Defendant in California at any time between June 13, 2022 through preliminary approval by the Court of the Settlement of this Action ("PAGA Period").

dd. "Participating Class Member(s)" is defined as a Class Member who does not timely exclude himself or herself from the Settlement and will therefore receive his or her share of the Net Settlement Amount automatically without the need to return a claim form. Each Participating Class Member will be paid his/her Individual Settlement Payment.

ee. "Preliminary Approval Date" means the date the Court preliminarily approves the Settlement embodied in this Agreement.

ff. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq*., that is established by the Settlement Administrator for the benefit of Participating Class Members.

gg. "Qualifying Workweeks" means the number of weeks that Class Members worked for Defendant as non-exempt employees in California during the Class Period.

hh. "Released Parties" means Defendant Berkeley Therapy Institute, Inc., and any predecessors and successors in interest, any current or former parent corporations, subsidiary corporations, affiliates, and assigns, companies acquiring any or all of the foregoing entities' assets or capital stock, current or former officers, directors, shareholders, agents, representatives, and employees of the foregoing entities, and insurers of any of the foregoing persons or entities.

ii. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator requests for exclusion or written notices of objection. The Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-mailing.

jj. "Settlement Administration Costs" means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed checks, and generation of checks to Class Counsel for attorneys' fees and costs, to Plaintiff for her Incentive Award, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

kk. "Settlement Administrator" means Phoenix Settlement Administrators, Inc., which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount and related matters under this Agreement.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Plaintiff, Defendant, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek the assistance of mediator Steve Mehta to resolve the dispute.

ARTICLE III

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

Section 3.01: Motion for Conditional Class Certification and Preliminary Approval

Plaintiff will bring a motion before the Court for an order conditionally certifying the Class to include all claims pled in the Action based on the preliminary approval of this Agreement. The date that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval Date."

Section 3.02: The Settlement Administrator

The Parties have chosen Phoenix Settlement Administrators, Inc. to administer this Settlement and to act as the Settlement Administrator, including but not limited to distributing and responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks and distributing them to Participating Class Members, establishing and maintaining the QSF, and issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award check to Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

All costs of administering the Settlement, including but not limited to all costs and fees associated with preparing, issuing and mailing any and all notices to Class Members and/or Participating Class Members, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other checks, notices, reports, or filings to be prepared in the course of administering disbursements from the Net Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement ("Settlement Administration Costs"), shall be paid to the Settlement Administrator from the Gross Settlement Amount.

Section 3.03: <u>Notice to Class Members</u>

No later than fifteen (15) business days after the Preliminary Approval Date, Defendant will provide the Settlement Administrator with a "Class List" in electronic format based on its business records, identifying the names of the Class Members, their last known home addresses, Social Security numbers or, as applicable, other taxpayer identification number, and their Qualifying Workweeks during the Class Period and PAGA Period.

Within ten (10) business days of receiving a Class List from Defendant, the Settlement Administrator will send Class Members, by first-class mail, at their last known address, the Court approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the Settlement Administrator will check all Class Member addresses against the National Change of Address database and shall update any addresses before mailing. The Settlement Administrator will skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class Members shall not be required to submit claim forms in order to receive a proportional share of the Net Settlement Amount.

If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or mass search on LexisNexis or comparable databases based on set criteria and, if another address is identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties that reasonable means be used to locate Class Members and that the Settlement Administrator be given discretion to take steps in order to facilitate notice of the Settlement and delivery of the Individual Settlement Payments to all Participating Class Members.

If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties.

In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class Member's Individual Settlement Payment. The Settlement Administrator will hold the Class Member's Individual Settlement Payment during the check cashing period on behalf of the Class Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement

Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the procedures set forth in Section 3.06(g) below.

No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid requests for exclusion and objections that the Settlement Administrator received.

Section 3.04: <u>Responses to Notice</u>

a. Class Member Disputes

If any Class Member disagrees with Defendant's records as to his or her Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on the information provided to it.

b. Requests for Exclusion from Class

In order for any Class Member to validly exclude himself or herself from the non-PAGA component of this Settlement (*i.e.,* to validly opt out), a written request for exclusion must be signed by the Class Member or his or her authorized representative, and must be sent to the Settlement Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall contain instructions on how to validly exclude himself or herself from the non-PAGA component of this Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly requests exclusion from the Class and the non-PAGA component of this Settlement will not be entitled to any Individual Settlement Payment unless the individual is an Aggrieved Employee, will not be bound by the terms and conditions of this Agreement (except as applicable for Aggrieved Employees) for those terms defining the resolution of PAGA claims, and will not have any right to object, appeal, or comment thereon.

Any Class Member who fails to timely submit a request for exclusion shall automatically be deemed a Class Member whose rights and claims with respect to the issues raised in the Action are determined by the Court's Final Order Approving Settlement of Class Action, and by the other rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action and/or released in this Agreement will be extinguished.

c. Objections to Settlement

For any Class Member to object to this Agreement, or any term of it, the person making the objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later), a written statement of the grounds of objection, signed by the objecting Class Member or his or her attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and the date the signed objection was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. The Settlement Administrator shall send any objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may also appear at the final approval hearing to object. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

d. Encouragement of Class Members

The Parties to this Agreement and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from this Settlement (opt out), or to object to it. However, Class Counsel may respond in good faith to inquiries from Class Members.

e. Right of Plaintiff to Adjust Gross Settlement Amount

If the number of Qualifying Workweeks exceeds 1,823 by more than 10%, then Defendant has the option to either (i) agree to increase the GSA pro rata to the extent that the number of workweeks exceeds 1,823 by 10%. For example if the number of Qualifying Workweeks is 11% greater than 1,823, then the GSA shall be increased 1%, or (ii) elect to end the Class Period and PAGA Period on an earlier date at the Defendant's discretion in order to limit the covered workweeks to no greater than 2,005. Alternatively, Defendant shall have the right (but not the obligation) in its sole discretion to terminate this Settlement. If Defendant exercises this right to terminate, the Settlement will be void ab initio and of no force or effect, and will not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, and Defendant will pay the costs incurred by the Settlement Administrator to date. If Defendant elects to exercise this option, Defendant must inform Class Counsel in writing no later than 10 days after the Response Deadline.

f. Right of Defendant to Void Agreement

If 10% or more of the Class Members opt out Defendant will have the absolute right (but not the obligation) in its sole discretion to terminate this Settlement. If Defendant exercises this right to terminate, the Settlement will be void ab initio and of no force or effect, and will not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, and Defendant will pay the costs incurred by the Settlement Administrator to date. If Defendant elects to exercise this option, Defendant must inform Class Counsel in writing no later than 10 days after Response Deadline.

Section 3.05: <u>Final Fairness and Approval Hearing</u>

On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement and determine whether the Court should give it final approval, and (2) consider any objections made and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the

Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a Proposed Final Order Approving Settlement of Class Action. Any failure by the Court to fully and completely approve the Agreement as to all of the Action, or the entry of any Order by another Court with regard to any of the Action which has the effect of modifying material terms of this Agreement as described above or preventing the full and complete approval of the Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations under this Agreement being null and void.

Section 3.06: <u>Settlement Payment Procedures</u>

a. Settlement Amount

In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount in the amount of One Hundred Thirty Thousand Dollars and Zero Cents ($130,000.00), subject to a potential pro rata increase under the condition set forth in Section 3.04(e). The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class Members, all administration costs, Class Counsel's attorneys' fees and costs, PAGA Settlement Amount, employee-side payroll taxes, and the Incentive Award.

Within forty (40) days of the Date of Finality, Defendant shall transfer the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes (provided that the administrator must provide at least ten days of advance notice of the amount of payroll taxes due), as set forth herein, into a QSF established by the Settlement Administrator either directly or by sending the funds to the Settlement Administer to be deposited and distributed. Any accrued interest from the Gross Settlement Amount shall be used to pay Defendant's payroll tax obligations attributed to the wage portion of the Individual Settlement Payments to Class Members. The Settlement Administrator will use these funds to fund payment of the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, the Incentive Award, the LWDA Payment, and the Settlement Administration Costs.

Within ten (10) calendar days after receiving Defendant's payment, funding the Gross Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the

Incentive Award, and employer and employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes.

b. Payment of Attorneys' Fees and Costs

Class Counsel shall submit an application for an award of attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Forty-Five Thousand Five Hundred Dollars and Zero Cents ($45,500.00). Class Counsel shall submit an application for an award of costs not to exceed Fifteen Thousand Dollars ($15,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendant shall not object to or oppose any such application in these amounts. Class Counsel shall serve Defendant with copies of all documents submitted in support of its application for an award of attorneys' fees and costs.

Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys' fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs, and expenses related to the investigation, prosecution, and settlement of the Action incurred through the Date of Finality. To the extent that the Court approves less than the amount of attorneys' fees and/or costs that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

c. Payment of Settlement Administration Costs

Within 30 days after Defendant funds the Gross Settlement Amount, the Settlement Administration Costs shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Seven Thousand Dollars ($7,000).

d. Payment of Incentive Award to Plaintiff

Subject to Court approval, the Plaintiff shall receive an Incentive Award of up to Five Thousand Five Hundred Dollars ($5,500.00), the request for which Defendant will not object to or oppose. The Incentive Award shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s) other than Plaintiff. To the extent that the Court approves less than the amount of incentive award that Class Counsel request, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

Because it is the intent of the Parties that the Incentive Award represent payment to Plaintiff for her service to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099, which the Settlement Administrator will provide to Plaintiff and to the pertinent taxing authorities as required by law.

e. Payment to the Labor and Workforce Development Agency

In consideration of claims made under PAGA, Class Counsel will request that the Court approve allocation of Five Thousand Dollars and Zero Cents ($5,000.00) of the Gross Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid to the Net Settlement Amount for distribution to Aggrieved Employees. Defendant will not oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount. If the Court requires that a larger portion of the GSA be allocated to the PAGA Settlement Amount, that shall not be a basis for Plaintiff to vitiate the Agreement and any additional amount required to be allocated to the PAGA Settlement Amount shall come from the GSA.

f. Payment of Individual Settlement Payments to Participating Class Members

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class Member's approximate Individual Settlement Payment amount will be included in his or her Notice

Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period by each Participating Class Member.

Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 20% allocated to wages; 40% allocated to interest, and 40% allocated to penalties. The PAGA Payments will be treated as 100% penalty payments. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms to the extent required.

No later than ten (10) days after receiving the Gross Settlement Amount from Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable employer and employee tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the interest and penalty portions of the Individual Settlement Payments. Participating Class Members shall have 180 days from the date their Individual Settlement Payment checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall be transmitted to Legal Aid at Work.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or a mass search on LexisNexis or comparable databases based on set criteria and, if another address is identified, the Settlement Administrator shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the

Settlement Administrator will tender the funds from the undeliverable checks to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

g. Individual PAGA Payments to Aggrieved Employees

The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the PAGA Settlement Amount in the amount of $5,000 by the total number of PAGA 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. PAGA Payments shall be allocated 100% to penalties. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves PAGA Penalties of less than the amount requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

h. Default on Payment

Defendant's failure to fund the Gross Settlement Amount within 40 days after the Date of Finality of the Settlement shall be considered a default. In the event Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to the Settlement Administrator. In the event Defendant fails to cure the default within the times set forth herein, Plaintiff may elect to enter judgment against Defendant, on an ex parte basis, for the balance of the unpaid Gross Settlement Amount to date, and Plaintiff will be entitled to recover interest at ten percent (10%) per year from the due date for such payment and reasonable attorneys' fees and costs.

i. No Credit Toward Benefit Plans

The Individual Settlement Payments made to Participating Class Members under this Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

ARTICLE IV

LIMITATIONS ON USE OF THIS SETTLEMENT

Section 4.01: No Admission

Defendant disputes the allegations in the Action and argue that, but for this Settlement, a Class should not have been certified in the Action. This Agreement is entered into solely for the purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be construed as an admission of liability or wrongdoing by Defendant.

Section 4.02: Non-Evidentiary Use

Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims released through this Agreement.

Section 4.03: Nullification

The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in this Action or any other action, and in any of those events, Defendant expressly reserves the right to oppose certification of the Class.

In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the Gross Settlement Amount shall not be distributed pending the completion of the appeal.

Section 4.04: Confidentiality

Except for purposes of enforcing the Settlement to the extent necessary, the terms of this Settlement will be kept confidential until they are filed with the Court for preliminary approval. Class Counsel shall do nothing to publicize this Settlement or use it for marketing purposes, including on websites and on the Internet and in any form of electronic or non-electronic press, although this provision shall not be construed to interfere with Class Counsel's communications with Class Members and will not preclude Class Counsel from referring to the Settlement in any future Court filings in support of class certification and/or prevailing party attorneys' fees and/or settlement approval.

ARTICLE V

RELEASES

Section 5.01: Released Claims by Class Members

Upon the date Defendant transfers the Gross Settlement Amount, Plaintiff and Participating Class Members who do not opt out of the Settlement, on behalf of themselves, as well as on behalf of all of their heirs, successors in interest, assigns, transferees, and, grantees, fully and forever release, acquit, and discharge the Released Parties from all claims alleged or that could have been alleged based on the facts alleged in the Action, which arose during the Class Period, as well as any claim for attorneys' fees and costs related to those claims ("Released Claims"), which include but are not limited to all such claims arising under Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 221, 223, 226, 226.7, 227.3, 233, 245, 246, 500, 510, 511, 512, 558, 1182.12, 1174(d), 1194, 1194.2, 1197, 1197.1 1198, 1198.5, 2802 and Code of Civil Procedure section 1021.5, any corresponding California Wage Order provisions, any claim for failure to provide proper meal or rest breaks, timely payment of wages, or failure to pay compensation at the proper amount, and any claim for Violation of Business and Professions Code section 17200, *et seq.* predicated on the foregoing violations. The doctrines of res judicata, claim preclusion, issue preclusion, primary rights, and collateral estoppel shall fully and broadly apply to the Released Class Claims and the releases in this Settlement to the greatest extent permitted by law.

Section 5.02: <u>Released Claims by the LWDA</u>

Upon the date of funding the GSA, the LWDA, through its authorized agent, the named plaintiff, Ingrid Maria Dickson, releases the Released Parties from all claims alleged or that could have been alleged based on the facts alleged in Plaintiff's notice(s) sent to the LWDA and alleged in the Action, which arose during the PAGA Period, regardless of whether Aggrieved Employees opt out of the Class Settlement. The doctrines of res judicata, claim preclusion, issue preclusion, primary rights, and collateral estoppel shall fully and broadly apply to this release.

Section 5.03: <u>Plaintiff's Release of Unknown Claims</u>

Upon the date of funding the GSA, Plaintiff waives, releases, acquits, and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of action, of any nature arising from Plaintiff's' employment with Defendant, whether known or unknown, which exist or may exist as of the Parties' execution of this Agreement.

Section 1542 of the California Civil Code provides as follows:

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

Plaintiff's general release provided herein is made with an express waiver and relinquishment of any claim, right, or benefit under California Civil Code § 1542.

Plaintiff acknowledges that she is waiving and releasing any rights she may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Plaintiff agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the effective date of this Agreement. Plaintiff further acknowledges that she has been advised by this writing that: (a) Plaintiff should consult with an attorney prior to executing this Agreement (and has done so); (b) Plaintiff has twenty-one (21) days within which to consider this Agreement; (c) Plaintiff has seven (7) days following her execution of this Agreement to revoke this Agreement; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Plaintiff from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. Plaintiff acknowledges and understands that revocation must be accomplished by a written notification to the person executing this Agreement on the Defendant's behalf that is received prior to the eighth day after Plaintiff signs this Agreement. The Parties agree that changes, whether material or immaterial, do not restart the running of the 21-day period.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01: Amendments or Modification

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel, and approved by the Court.

Section 6.02: Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

Section 6.03: Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, without regard to conflicts of laws.

Section 6.04: Entire Agreement

This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. In case of any conflict between text contained in Articles I through VI of this Agreement and text contained in the Exhibits to this Agreement, the former (*i.e.,* Articles I through VI) shall be controlling, unless the Exhibits are changed by or in response to a Court order. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or proposals.

Section 6.05: Waiver of Compliance

Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.06: Counterparts and Fax/PDF Signatures

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original. All counterparts taken together shall constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

Section 6.07: Meet and Confer Regarding Disputes

Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of Class Counsel and a representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the mediator and/or Court.

Section 6.08: Agreement Binding on Successors

This Agreement will be binding upon, and inure to the benefit of, the successors in interest of each of the Parties.

Section 6.09: Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

Section 6.10: Fair and Reasonable Settlement

The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arm's-length negotiation and in the context of adversarial litigation, taking into account all relevant factors, current and potential. The Parties further believe that the Settlement is consistent with public policy, and fully complies with applicable law.

Section 6.11: Headings

The descriptive headings of any section or paragraph of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

Section 6.12: Notice

Except as otherwise expressly provided in the Agreement, all notices, demands, and other communications under this Agreement must be in writing and addressed as follows:

To Plaintiff and the Class:

Kevin A. Lipeles (Bar No. 244275)
Thomas H. Schelly (Bar No. 217285)
Jasmine J. Badawi (Bar No. 335433)
LIPELES LAW GROUP, APC
880 Apollo Street, Suite 336
El Segundo, California 90245
Telephone: (310) 322-2211
Fax: (310) 322-2252

And

To Defendant:

KORAY J. BULUT, (SBN 230298)
KBulut@goodwinlaw.com
ASHTON O'HALLORAN (SBN 331658)
AOhalloran@goodwinlaw.com
GOODWIN PROCTER LLP
525 Market Street
San Francisco, California 94105
Tel.: +1 415 733 6000
Fax: +1 415 677 9041

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Section 6.14: Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement, including but not limited to the execution of such documents, and the taking of such other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its terms. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the mediator and/or Court.

Section 6.15: <u>Authorization to Act</u>

Class Counsel warrant and represent that they are authorized by Plaintiff, and Defense Counsel warrant that they are authorized by Defendant, to take all appropriate action required to effectuate the terms of this Agreement, except for signing documents, including but not limited to this Agreement, that are required to be signed by the Parties themselves. Defendant represents and warrant that the individuals executing this Agreement on their behalf have the full right, power, and authority to enter into this Agreement and to carry out the transactions contemplated herein.

Section 6.16: <u>No Reliance on Representations</u>

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

Section 6.17: Plaintiff's Waiver of Right to be Excluded or Object

Plaintiff agrees not to opt out of the Class and agrees not to object to any terms of this Agreement. Non-compliance by Plaintiff with this paragraph will be void and of no force or effect. Any such request for exclusion or objection by Plaintiff will therefore be void and of no force or effect.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: ______________________ INGRID M. DICKSON

Oct 10, 2025

By: (Oct 10, 2025 10:00:50 PDT)
Plaintiff

Dated: 10/8/2025

BERKELEY THERAPY INSTITUTE, INC.

By:
Eric Pierson

APPROVED AS TO FORM ONLY:

Dated: 10/10/25

LIPELES LAW GROUP, APC

By:
Jasmine Badawi

Attorneys for Plaintiff

Dated: 10/8/2025

GOODWIN PROCTER, LLP

By: *Ashton O'Halloran*
Ashton L. O'Halloran

Attorneys for Berkeley Therapy Institute, Inc.

EXHIBIT A

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

Ingrid Maria Dickson v. Berkeley Therapy Institute, Inc. et al.
Alameda Superior Court Case No. 23CV036358

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 Berkeley Therapy Institute, Inc., a California non-profit corporation ("BTI" or "Defendant") for alleged wage and hour violations. The Action was filed by a former employee of BTI, Ingrid Maria Dickson ("Plaintiff") and seeks payment for (a) (1) failure to pay overtime (Cal. Labor Code §§200, 510, 1194, 1198, et seq.); (2) failure to pay minimum wages due to rounding (Cal. Labor Code §§ 1194, 1197, 1197,1, 1198, 119); (3) failure to pay for meal periods not provided (Cal. Labor Code §226.7); (4) failure to pay for rest periods not provided (Cal. Labor Code §226.7); (5) failure to maintain records and provide accurate itemized wage statements (Cal. Labor Code §§ 226); (6) failure to maintain accurate records (Cal. Labor Code § 1174(d)); (7) failure to pay wages on termination and/or resignation (Cal. Labor Code §§ 201-203); (8) failure to reimburse business expenses (Cal. Labor Code § 2802); (9) unlawful deduction of wages (Cal. Labor Code § 221); (10) failure to pay all sick leave wages when due (Cal. Labor Code §§ 201-204, 218, 218.5, 233, 245, 246 et seq.); (11) illegal vacation policy (Cal. Labor Code § 227.3); (12) failure to pay for all hours worked (Cal. Labor Code §§ 200, 204, 223, 226, 500, 510, 1197, 1198); (13) failure to allow inspection of employment records (Cal. Labor Code § 1198.5); (14) unfair/unlawful business practices (Cal. Bus. and Prof. Code §§ 17200 et seq.); and (15) claims under the Private Attorneys General Act for a class of hourly employees ("Class Members") who worked for BTI during the Class Period (June 16, 2019 to the date of preliminary approval of the settlement); and (b) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for BTI during the PAGA Period (June 13, 2022 to the date of preliminary approval of the settlement) ("Aggrieved Employees").

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

Based on BTI's records, and the Parties' current assumptions, **your Individual Settlement Payment is estimated to be $__ (less withholding) and your Individual PAGA Payment is estimated to be $______.** 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 BTI's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work qualifying workweeks during the PAGA Period.)

The above estimates are based on BTI's records showing that **you worked _______ Qualifying Workweeks** during the Class Period and **you worked ___________________ PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Qualifying Workweeks during the Class Period and/or PAGA Pay Periods during the PAGA 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 BTI to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against BTI.

If you worked for BTI during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against BTI.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against BTI, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

BTI 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 Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and hour claims against BTI that are covered by this Settlement (Released Claims).

You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is ______________**	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 written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement 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. BTI must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by ______________**	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 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on . 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 Qualifying Workweeks/PAGA Pay Periods **Written Challenges Must be Submitted by ______________**	The amount of your Individual Settlement Payment and PAGA Payment (if any) depends on how many Qualifying Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number Qualifying Workweeks and number of PAGA Period Pay Periods you worked according to BTI's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former BTI employee. The Action accuses BTI of violating California labor laws by failing to pay overtime wages, minimum wages, failing to provide meal periods, rest breaks, failing to maintain and provide accurate itemized wage statements, failing to maintain accurate records, failing to pay wages due upon termination, failing to reimburse business expenses, unlawful deduction of wages, failing to pay sick leave wages, having an illegal vacation policy, failing to pay for all hours worked, failing to allow inspection of employment records and for unfair competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Thomas H. Schelly, and Jasmine J. Badawi of Lipeles Law Group, APC ("Class Counsel.")

BTI 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 BTI or Plaintiff is correct on the merits. In the meantime, Plaintiff and BTI hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to 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 BTI 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, BTI does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) BTI has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. 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. <u>BTI Will Pay $130,000.00 as the Gross Settlement Amount (Gross Settlement</u>). BTI 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 Settlement Payments, Individual PAGA Payments, Class Representative Incentive Award, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, BTI will fund the Gross Settlement not more than 40 days after the Date of Finality.

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 $45,500.00 (35% of the Gross Settlement to Class Counsel for attorneys' fees and up to $15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $5,500.00 as an Incentive Award to the Plaintiff for filing the Action, working with Class Counsel and representing the Class. An Incentive Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Settlement Payment and any Individual PAGA Payment.

   C. Up to $7,000.00 to the Administrator for services administering the Settlement.

   D. Up to $5,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period 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 Settlement Payments to Participating Class Members based on their Qualifying Workweeks and Individual PAGA Payments based on the Aggrieved Employees' PAGA Period Pay Periods.

4. Taxes Owed on Payments to Class Members. Plaintiff and BTI are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages ("Wage Portion"), 40% to interest and 40% to penalties ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. BTI will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

   Although Plaintiff and BTI 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 Settlement Payments and Individual PAGA 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 transmitted to Legal Aid at Work.

If the monies represented by your check are 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 notify the Administrator in writing, not later than ______________, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the ______________ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. 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 BTI.

   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 PAGA claims against BTI based on the PAGA Period facts alleged in the Action.

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 to enter a Final Order. It is also possible the Court will enter a Final Order that is reversed on appeal. Plaintiff and BTI have agreed that, in either case, the Settlement will be void: BTI will not pay any money and Class Members will not release any claims against BTI.

8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Qualifying 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 Final Order and BTI 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 BTI or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

   Plaintiff and Participating Class Members who do not opt out of the Settlement, on behalf of themselves, as well as on behalf of all of their heirs, successors in interest, assigns, transferees, and, grantees, fully and forever release, acquit, and discharge the Released Parties from all claims alleged or that could have been alleged based on the facts alleged in the Action, which arose during the Class Period, as well as any claim for attorneys' fees and costs related to those claims ("Released Claims"), which include but are not limited to all such claims arising under Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 221, 223, 226, 226.7, 227.3, 233, 245, 246, 500, 510, 511, 512, 558, 1182.12, 1174(d), 1194, 1194.2, 1197, 1197.1 1198, 1198.5, 2802 and Code of Civil Procedure section 1021.5, any corresponding California Wage Order provisions, any claim for failure to provide proper meal or rest breaks, timely payment of wages, or failure to pay compensation at the proper amount, and any claim for Violation of Business and Professions Code section 17200, *et seq.* predicated on the foregoing violations. The doctrines of res judicata, claim preclusion, issue preclusion, primary rights, and collateral estoppel shall fully and broadly apply to the Released Class Claims and the releases in this Settlement to the greatest extent permitted by law.

10. Aggrieved Employees' PAGA Release. After the Date of Finality, and BTI has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against BTI, 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 PAGA claim against BTI or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

    The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

    Upon the date of funding the GSA, the LWDA, through its authorized agent the named Plaintiff, Ingrid Maria Dickson, releases the Released Parties from all claims alleged or that could have been alleged based on the facts alleged in Plaintiff's notice(s) sent to the LWDA and alleged in the Action, which arose during the PAGA Period, regardless of whether Aggrieved Employees opt out of the Class Settlement. The doctrines of res judicata, claim preclusion, issue preclusion, primary rights, and collateral estoppel shall fully and broadly apply to this release.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Qualifying Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Qualifying Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $1,250.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Qualifying Workweek/PAGA Pay Period Challenges. The number of Class Qualifying Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Pay Period, as recorded in BTI's records, are stated in the first page of this Notice. You have until __ to challenge the number of Qualifying Workweeks and/or PAGA 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 BTI's calculation of Qualifying Workweeks and/or Pay Periods based on BTI'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 resolve Qualifying Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and BTI's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

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 Settlement 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?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Ingrid Maria Dickson, et al. v. Berkeley Therapy Institute, Inc. et al.* (Alameda County Superior Court Case No. 23CV036358), and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by ______________, 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 BTI are asking the Court to approve. At least 16 court days before the ____________ 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 Incentive Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as an Incentive 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.phoenixclassaction.com or the Court's website https://www.alameda.courts.ca.gov.

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 Incentive 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 written objections to the Administrator is _______**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Ingrid Maria Dickson, et al. v. Berkeley Therapy Institute, Inc. et al.* (Alameda County Superior Court Case No. 23CV036358) and include your name, current address, telephone number, and approximate dates of employment for BTI and sign the objection. 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 _____________ at _(time) in Department 23 of the Alameda Superior Court, located in the Administration Building at 1221 Oak Street, Alameda, CA 94612. 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 Zoomgov. (https://www.alameda.courts.ca.gov/general-information/remote-appearances). 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.phoenixclassaction.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 BTI and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Final Order or any other Settlement documents is to go to the Administrator's website at phoenixclassaction.com. 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.alameda.courts.ca.gov/public-portals) and entering the Case Number for the Action, Case No. 23CV036358.

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

Class Counsel:

LIPELES LAW GROUP, APC
Thomas H. Schelly, Esq. (thomas@kallaw.com)
Jasmine Badawi (jasmine@kallaw.com)
880 Apollo Street, Suite 336
El Segundo, California 90245
Telephone: (310) 322-2211

Settlement Administrator:

Phoenix Settlement Administrators
Mailing Address: P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Email: info@phoenixclassaction.com

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 the monies will be transmitted to Legal Aid at Work. .

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.