

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Sinora Freeland and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

SINORA FREELAND, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

MOMENTUM FOR MENTAL HEALTH, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21CV376550

Honorable Theodore C. Zayner
Department 19

**DECLARATION OF ARRON WEISEL ON
BEHALF OF SIMPLURIS, INC.
REGARDING CLASS NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: May 6, 2026
Time: 1:30 p.m.
Department: 19

Complaint Filed: February 26, 2021
Trial Date: None Set

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1. I am employed as a Project Manager by Simpluris, Inc. (“Simpluris”), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 640-5644. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa, California. It was founded by individuals who have each managed hundreds of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. Simpluris was approved by Counsel for Sinora Freeland (“Plaintiff”), and Momentum for Mental Health (“Defendant”), (collectively the “Parties”), to provide settlement administration services in the *Freeland v. Momentum for Mental Health* (the “Settlement”). In this capacity, Simpluris was charged with (a) processing and mailing payments to Plaintiff, Class Counsel, Settlement Class Members, and PAGA Group Members; (b) printing, and mailing Class Notices and tax forms to the Class Members and PAGA Group Members as directed by the Court; (c) receiving and reporting the Requests for Exclusion, Notices of Objection, and Workweeks Disputes; (d) providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; (e) and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform.

4. On or about October 6, 2025, Simpluris received the Court-approved *Notice of Pendency of Class Action Settlement and Hearing Date for Court Approval* (hereafter “Class Notice”). The Class Notice advised Class Members of their right to request exclusion from the Class Settlement, object to the Class Settlement, dispute Workweeks, do nothing, and the implications of each such action. The Class Notice advised Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how Class Members could obtain additional information.

1 5. On or about January 8, 2026, Defendant's Counsel provided Simpluris a list
2 containing each Class Member's and PAGA Group Member's last known full name; last known
3 address; last known home telephone number; Social Security number; and start and end dates of
4 employment as a non-exempt employee of Defendant in California during the Class Period and
5 PAGA Period; the number of Workweeks, if any, the Class Member spent on a leave of absence
6 during the Class Period; the number of Pay Periods, if any, the Class Member spent on a leave
7 of absence during the PAGA Period; Workweeks during the Class Period; and Pay Periods
8 during the PAGA Period (collectively, "Class Data and List"). The Class Data and List
9 contained data for one thousand two hundred and thirty-five (1,235) individuals.

10 6. The Escalator Clause of the Settlement Agreement indicates should the
11 qualifying Workweeks increase beyond 10% during period from February 26, 2017 to April 3,
12 2023 (i.e., more than 144,100 Workweeks), Defendant shall have the option of: (1) increasing
13 the Net Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number
14 of workweeks worked by the Class Members above ten percent (10%), meaning Defendant will
15 increase the Net Settlement Amount by the percentage amount above ten percent (10%) (e.g., if
16 the number of workweeks increases by 11% to 145,410 workweeks, the Net Settlement Amount
17 will increase by one percent (1%)); or (2) adjusting the end date of the Class Period so that it
18 includes no more than 144,100 workweeks. The total number of Workweeks during the
19 relevant period was 143,950.54, which does not exceed the Escalator Clause. Therefore, the
20 Escalator Clause was not triggered, and the Total Settlement Amount remains \$1,725,000.00.

21 7. The mailing addresses contained in the Class Data and List were processed and
22 updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S.
23 Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal
24 Service. In the event that any individual had filed a U.S. Postal Service change of address
25 request, the address listed with the NCOA would be utilized in connection with the mailing of
26 the Class Notice. Simpluris was able to locate one hundred and ninety-five (195) updated
27 addresses using NCOA prior to the mailing of the Class Notice.

28 ///

1 8. On or about January 28, 2026, the Class Notice was mailed to one thousand two
2 hundred and thirty-five (1,235) individuals identified as Class Members, of the one thousand
3 two hundred and thirty-five (1,235) individuals Class Members, nine hundred and eight (908)
4 were identified as PAGA Group Members. The Class Data and List was mailed via First Class
5 mail in English. A copy of the Class Notice is attached hereto as **Exhibit A**.

6 9. A total of two hundred and twelve (212) Class Notices were returned to
7 Simpluris. If a Class Member's Class Notice was returned by the USPS as undeliverable and
8 without a forwarding address, Simpluris performed an advanced address search (i.e., skip trace)
9 on all of these addresses by using Accurant, a reputable research tool owned by Lexis-Nexis.
10 Simpluris used the Class Member's name and previous address to locate a current address.
11 Through the advanced address searches and utilizing the USPS forwarding address database,
12 Simpluris was able to locate two hundred and five (205) updated addresses and Simpluris
13 promptly mailed a Class Notice to those updated addresses. There are seven (7) mailed Class
14 Notice that remain undeliverable.

15 **WEBSITE AND TOLL-FREE TELEPHONE HELPLINE**

16 10. Simpluris added the Settlement Agreement and Preliminary Approval Order on
17 their website, www.simpluris.com/case-search, for Class Members to obtain and view. It was
18 added to the website and has been available to the public since January 28, 2026.

19 11. A toll-free telephone number was included in the Notice for the purpose of
20 allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement.
21 The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout
22 the settlement process. Callers have the option to speak with a live call center representative
23 during normal business hours or to leave a message and receive a return call during non-
24 business hours. The toll-free telephone number included in the Notice was (833) 417-4913 and
25 was live on January 28, 2026.

26 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

27 12. The deadline for Class Members to submit a Request for Exclusion from the
28 Class Settlement, a Notice of Objection to the Class Settlement, or Workweeks Dispute was

1 March 30, 2026, and the re-mailed Class Notice extended deadline is April 13, 2026.

2 13. As of this date, Simpluris has not received any Requests for Exclusion from the
3 Class Settlement from a Class Member.

4 14. As of this date, Simpluris has not received any Notices of Objection to the Class
5 Settlement from Class Members.

6 15. As of this date, Simpluris has not received any Workweeks Disputes from Class
7 Members.

8 **CLASS MEMBER AWARDS**

9 16. As of this date, there are one thousand two hundred and thirty-five (1,235)
10 individuals Class Members who will be paid their portion of the Net Settlement Amount. Of the
11 one thousand two hundred and thirty-five (1,235) individuals Class Members, nine hundred and
12 eight (908) were identified as PAGA Group Members who will also be paid Individual PAGA
13 Payments.

14 17. The Net Settlement Amount of \$692,728.96 available to pay Class Members was
15 determined by subtracting the Class Counsel Fees Payment (\$603,750.00), Class Counsel
16 Litigation Expenses Payment (\$11,934.04), Class Representative Enhancement Award
17 (\$10,000.00), the LWDA Payment (\$300,000.00), PAGA Group Member Amount
18 (\$100,000.00), and the Settlement Administrator Costs (\$6,587.00) from the Total Settlement
19 Amount of \$1,725,000.00.

20 18. The average estimated Individual Settlement Payment is \$560.91, the highest
21 estimated Individual Settlement Payment is \$1,675.34, and the lowest estimated Individual
22 Settlement Payment is \$2.74.

23 19. As of this date, nine hundred eight (908) individuals were identified as PAGA
24 Group Members who will be paid their portion of the PAGA Group Member Amount of
25 \$100,000.00.

26 20. The average estimated Individual PAGA Payment is \$110.13, the highest
27 estimated Individual PAGA Payment is \$229.93, and the lowest estimated Individual PAGA
28 Payment is \$2.47.

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21. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$6,587.00. Simpluris' work in connection with this matter will continue with calculation of the settlement checks, issuance, and mailing of those settlement checks, etc., and to do the necessary tax reporting on such payments.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 13th day of April 2026, in Costa Mesa, California.

Arnon Weisel

ARRON WEISEL

Exhibit A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL**

Sinora Freeland v. Momentum for Mental Health
Superior Court of California for the County of Santa Clara, Case No. 21CV376550

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«Notice_Encoded»

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Sinora Freeland ("Plaintiff") and Defendant Momentum for Mental Health ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the cases entitled *Sinora Freeland v. Momentum for Mental Health*, Santa Clara County Superior Court, Case No. 21CV376550 ("Freeland Class Action"), and *Sinora Freeland v. Momentum for Mental Health*, Santa Clara County Superior Court, Case No. 21CV384331 ("Freeland PAGA Action") (together, the Freeland Class Action and Freeland PAGA Action are referred to as "Actions"), which may affect your legal rights. On October 21, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on **May 6, 2026, at 1:30 p.m.** ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former non-exempt employees of Defendant in California employed during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from February 26, 2017, through October 30, 2023.

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"PAGA Group Members" means all current and former non-exempt employees of Defendant in California employed during the PAGA Period.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from April 12, 2020, through October 30, 2023.

II. BACKGROUND OF THE ACTIONS

On February 26, 2021, Plaintiff filed a Class Action Complaint for Damages in the Superior Court of California for the County of Santa Clara, Case No. 21CV376550. On April 12, 2021, Plaintiff provided notice by online submission to the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendant of the specific provisions of the California Labor Code that were allegedly violated pursuant to California Labor Code § 2699.3 (a) ("LWDA Notice"). On June 16, 2021, Plaintiff filed a PAGA representative action in Santa Clara County Superior Court, Case No. 21CV384331. Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA") Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed

business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Settlement" or "Settlement Agreement").

On October 21, 2025, the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Sinora Freeland as representative of the Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Helene Mayer, Esq.
Lawyers for Justice, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Group Member, you have no right to exclude yourself from the PAGA Settlement and will automatically receive an Individual PAGA Payment without taking further action.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Group Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Group Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Seven Hundred Twenty-Five Thousand Dollars and Zero Cents (\$1,725,000.00) (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$603,750.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) ("Class Counsel Award") to Class Counsel; (2) Enhancement Award in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Actions; (3) Settlement Administrator Costs in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to the Settlement Administrator; and (4) the amount of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Penalty Amount"). The PAGA Penalty Amount will be distributed 75% (\$300,00.00) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., \$100,000.00) will be distributed to PAGA Group Members ("PAGA Group Member Amount").

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on number of weeks in which each Class Member was actively employed as a non-exempt employee for Defendant in the State of California during the Class Period, excluding any Extended Leave of Absences, meaning the Class Member was on leave for two or more consecutive workweeks ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members ("Estimated Workweek Value") and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to arrive at his or her estimated Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their payment of their final Individual Settlement Payment and bound by the Class Release.

Each Individual Settlement Payment will be allocated twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments will be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Group Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Group Member

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Amount (“Individual PAGA Payment”), based on the number of pay periods each PAGA Group Member was actively employed as a non-exempt employee for Defendant in the State of California during the PAGA Period, excluding any Extended Leave of Absences, meaning the Class Member was on leave for one or more consecutive pay periods (“Pay Periods”). The Settlement Administrator has divided the PAGA Group Member Amount by the total number of Pay Periods of all PAGA Group Members (“PAGA Pay Period Value”) and multiplied each PAGA Group Member’s individual Pay Periods by the PAGA Pay Period Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Group Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive the payment(s) that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods Based on Defendant’s Records

According to Defendant’s records:

From February 26, 2017, through October 30, 2023 (i.e., Class Period), you are credited as having worked

«MERGED_WW_CALC» Workweeks.

From April 12, 2020, through October 30, 2023 (i.e., PAGA Period), you are credited as having worked

«MERGED_PAGA_PayPeriods_CALC» Pay Periods.

If you are a Class Member and wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (a) contains the case name and number of the Action (*Sinora Freeland v. Momentum for Mental Health*, Case No. 21CV376550); (b) contains your full name, signature, address, and telephone number; (c) clearly states that you dispute the number of Workweeks credited to you for the Class Period and what you contend is the correct number to be credited to you; (d) attaches any documentation that you have to support the dispute; and (e) is submitted by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **no later than March 30, 2026**. There is no process for PAGA Group Members to dispute the number of Pay Periods attributed to them.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks/Pay Periods credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be

\$«MERGED_EstSettAmnt_CALC». The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be

\$«MERGED_PAGA_EstSettAmnt_CALC».

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the full funding of the Total Settlement Amount, all Settlement Class Members release the Released Parties from the Released Class Claims during the Class Period, by operation of the Final Judgment approved by the Court.

Upon the full funding of the Total Settlement Amount, all PAGA Group Members release the Released Parties from the Released PAGA Claims during the PAGA Period, by operation of the Final Judgment approved by the Court.

“Released Class Claims” means any and all causes of action and factual or legal theories that were alleged in the Operative Complaint, or reasonably could have been alleged based on the facts contained in the Operative Complaint, arising during the Class Period, including all of the following claims for relief: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; (10) violation of California’s unfair competition law (California Business & Professions Code §§17200 et seq.); and all claims for liquidated damages, penalties, interest, fees, and costs based on the forgoing.

“Released PAGA Claims” means any and all claims for civil penalties under PAGA that were alleged in the PAGA Complaint, or reasonably could have been alleged based on the facts and legal theories of the PAGA Complaint and/or LWDA Notice, arising during the PAGA Period, for civil penalties pursuant to the PAGA for Defendant’s alleged failure to: (1) failure to pay overtime wages; (2)

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failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; (10) violation of California's unfair competition law (California Business & Professions Code §§17200, *et seq.*).

"Released Parties" means Defendant, and any of its past, present, and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

E. Class Counsel Award to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$603,750.00) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars (\$30,000.00) ("Class Counsel Award"), subject to approval by the Court. The Class Counsel Award granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff ("Enhancement Award"), in recognition of her services in connection with the Actions. The Enhancement Award will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment (if applicable) that she is entitled to under the Settlement.

G. Settlement Administrator Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) ("Settlement Administrator Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Shares and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Group Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Group Members will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (a) contain the case name and number of the Action (*Sinora Freeland v. Momentum for Mental Health*, Case No. 21CV376550); (b) contain your full name, signature, address, and telephone number; (c) contain a simple statement electing to be excluded from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator, postmarked by **no later than March 30, 2026** the following address:

Freeland v. Momentum for Mental Health
c/o Settlement Administrator - 8986
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (833) 417-4913

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Group Members will be bound to the PAGA Settlement (and the release of Released

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PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion from the Class Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written Notice of Objection to the Settlement Administrator. You may object to the Class Settlement in person at the Final Approval Hearing and/or by submitting a written Notice of Objection.

An Objection must: (a) contain the case name and number of the Action (*Sinora Freeland v. Momentum for Mental Health*, Case No. 21CV376550); (b) contain your full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than March 30, 2026**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 19 of the Santa Clara County Superior Court, located at 161 North First Street San Jose, CA 95113, on **May 6, 2026**, at **1:30 p.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve the proposed Class Counsel Award to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administrator Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Class members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session), and should review the remote appearance instructions beforehand:

https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml

Class members who wish to appear remotely are encouraged to contact Class Counsel at least three days before the hearing, if possible, so that potential technology or audibility issues can be avoided or minimized.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk's office, located at 161 North First Street San Jose, CA 95113, during business hours, or online by visiting the following website: https://www.sccscourt.org/online_services/case_info.shtml, clicking "Access Now" under Civil and Family Case Information, clicking Case Search and typing in the Court Case Number "21CV376550."

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (833) 417-4913, OR YOU MAY CONTACT CLASS COUNSEL.