

PLAINTIFF/PETITIONER: Sinora Freeland
 DEFENDANT/RESPONDENT: Momentum for Mental Health

CASE NUMBER:
 21CV376550/Dept. 19

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

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

Date: May 12, 2026

Bianca Balentine

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

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

Filed
May 11, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
21CV376550
By: afloresca

5/11/2026 4:07:56 PM

**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

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

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

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

1 This matter has come before the Honorable Theodore C. Zayner, in Department 19 of the
2 above-entitled Court, located at 161 North First Street, San Jose, California 95113, on May 6, 2026
3 at 1:30 p.m., on Plaintiff Sinora Freeland’s (“Plaintiff”) Motion for Final Approval of Class Action
4 and PAGA Settlement, Class Counsel Award, and Enhancement Award (“Motion for Final
5 Approval”). Lawyers *for* Justice, PC, appeared on behalf of Plaintiff and the Class, and Littler
6 Mendelson, PC appeared on behalf of Defendant Momentum for Mental Health (“Defendant”).

7 On October 21, 2025, the Court entered the Order Granting Preliminary Approval of Class
8 Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
9 settlement of the above-entitled actions in accordance with the Joint Stipulation of Class Action and
10 PAGA Settlement and Release of Claims (“Settlement,” “Agreement,” or “Settlement Agreement”),
11 which, together with the exhibits annexed thereto set forth the terms and conditions for settlement of
12 the Actions.

13 Having reviewed the Settlement Agreement and duly considered the parties’ papers and oral
14 argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

- 16 1. The Motion for Final Approval is granted in its entirety.
- 17 2. This Final Approval Order and Judgment incorporates by reference the definitions in
18 the Settlement Agreement and Preliminary Approval Order, and all capitalized terms used, but not
19 defined, herein shall have the same meanings as in the Settlement Agreement and Preliminary
20 Approval Order.
- 21 3. Unless otherwise specified, all citations and references to the PAGA statute that are
22 contained within this motion and supporting papers are to the former version of the PAGA statute
23 prior to the recent amendment effective July 1, 2024; the amended PAGA statute does not apply to
24 the above-captioned action and the Settlement pursuant to California Labor Code § 2699, subd. (v),
25 as amended, because the above-captioned action was filed prior to June 19, 2024.
- 26 4. This Court has jurisdiction over the Class Members as it pertains to the Actions and
27 the claims asserted in the Actions, the Court also has jurisdiction over all parties to the Actions as it
28 pertains to the Actions and the claims asserted in the Actions.

1 5. The Court finds that the applicable requirements of California Code of Civil
2 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with respect
3 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification of
4 the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
5 hereby defined to include: all current and former non-exempt employees of Defendant in California
6 employed during the Class Period (“Class” or “Class Members”).

7 6. The “PAGA Group Members” are hereby defined to consist of the following
8 individuals: all current and former non-exempt employees of Defendant in California employed
9 during the PAGA Period.

10 7. The Court finds that the Court-approved Notice of Pendency of Class Action
11 Settlement and Hearing Date for Court Approval (“Class Notice”) that was provided to the Class
12 Members, fully and accurately informed the Class Members of all material elements of the
13 Settlement, of their opportunity to participate in the Settlement, object to or comment on the Class
14 Settlement, or to seek exclusion from the Class Settlement; the Class Notice was the best notice
15 practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and
16 complied fully with the laws of the State of California, the United States Constitution, due process
17 and other applicable law. The Class Notice fairly and adequately described the Settlement and
18 provided the Class Members with adequate instructions and a variety of means to obtain additional
19 information.

20 8. Pursuant to California law, the Court hereby grants final approval to the Settlement
21 and finds that it is fair, reasonable, and adequate, and in the best interests of the Class as a whole.
22 More specifically, the Court finds that the Settlement was reached following meaningful formal and
23 informal discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”), and
24 that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations
25 between the parties. In so finding, the Court has considered all of the evidence presented, including
26 evidence regarding the strength of Plaintiff’s claims; the risk, expense, and complexity of pursuing
27 the claims presented; the likely duration of further litigation; the amount offered in the Settlement;
28 the extent of investigation and discovery completed; and the experience and views of Class Counsel.

1 The Court finds that the Settlement, including the monetary allocations and payments, appear within
2 the range of reasonableness, and that the monetary recovery to the Class is fair, adequate, and
3 reasonable when balanced against the probable outcome of further litigation relating to certification,
4 liability, and damages issues. The Court has further considered the absence of any objections to the
5 Class Settlement submitted by Class Members. Accordingly, the Court hereby directs that the
6 Settlement be affected in accordance with the Settlement Agreement and the following terms and
7 conditions.

8 9. A full opportunity has been afforded to the Class Members to participate in the Final
9 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard.
10 The Class Members also have had a full and fair opportunity to exclude themselves from the Class
11 Settlement. Accordingly, the Court determines that Plaintiff and all Class Members who did not
12 submit a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class
13 Members”), upon Defendant making the Second Payment and by operation of this Final Approval
14 Order and Judgement, release the Released Parties from the Released Class Claims during the Class
15 Period.

16 10. The Court finds that Plaintiff Sinora Freeland has satisfied the prerequisites under
17 the California Private Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”),
18 including, and not limited to, providing the California Labor and Workforce Development Agency
19 (“LWDA”) and Defendant with notice of the specific provisions of the California Labor Code
20 alleged to have been violated, including, and not limited to, the facts and theories to support the
21 alleged violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that
22 the Settlement Agreement has been submitted to the LWDA in conformity with California Labor
23 Code § 2699(1)(2). Pursuant to California Labor Code § 2699(1)(2), the Court has also considered
24 and reviewed the PAGA Settlement and the allocation of \$400,000.00 toward civil penalties under
25 the California Private Attorneys General Act of 2004 (“PAGA Penalty Amount”), and the Court
26 finds that they are fair, reasonable, and appropriate, and hereby approved. The Settlement
27 Administrator shall distribute the PAGA Penalty Amount as follows: the amount of \$300,000.00 to
28 the LWDA (“LWDA Payment”), and the amount of \$100,000.00 to the PAGA Group Members, in

1 accordance with the terms and methodology set forth in the Agreement.

2 11. The Court determines that, Plaintiff Sinora Freeland, the State of California (with
3 respect to PAGA Group Members), and all PAGA Group Members, upon Defendant making the
4 Second Payment and by operation of this Final Approval Order and Judgement, release the
5 Released Parties from the Released PAGA Claims during the PAGA Period.

6 12. The Court hereby directs that the Settlement be affected in accordance with the
7 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

8 13. The Court finds that payment of Settlement Administrator Costs in the amount of
9 \$6,587.00 to Simpluris, Inc. (“Simpluris” or “Settlement Administrator”), is appropriate for the
10 services performed and costs incurred and to be incurred for the notice and settlement
11 administration process, and is hereby approved. It is hereby ordered that the Settlement
12 Administrator shall issue payment to itself in the amount of \$6,587.00, in accordance with the terms
13 and methodology set forth in the Settlement Agreement.

14 14. The Court finds that the Enhancement Award in the amount of \$10,000.00 to
15 Plaintiff Sinora Freeland is fair and reasonable, and hereby approved. It is hereby ordered that the
16 Settlement Administrator issue payment in the amount of \$10,000.00 to Plaintiff Sinora Freeland for
17 her Enhancement Award, according to the terms set forth in the Settlement Agreement.

18 15. The Court finds that attorneys’ fees in the amount of \$603,750.00 to Class Counsel
19 falls within the range of reasonableness and that the results achieved justify the award sought, and is
20 hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
21 amount of \$603,750.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
22 methodology set forth in the Settlement Agreement.

23 16. The Court finds that reimbursement of litigation costs and expenses in the amount of
24 \$11,934.04 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
25 Settlement Administrator issue payment in the amount of \$11,934.04 to Class Counsel for
26 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
27 forth in the Settlement Agreement.

28 ///

1 17. It is hereby ordered that Defendant shall deposit the Total Settlement Amount of
2 \$1,725,000.00 and the employer's share of payroll taxes and contributions with respect to the wage
3 portion of Individual Settlement Payments into an account established by the Settlement
4 Administrator, according to the following schedule: (1) within thirty (30) calendar days following
5 the Effective Date, Defendant will make an initial deposit (the "First Payment") of one-half (or
6 \$862,500.00) of the Total Settlement Amount, plus the employer's share of payroll taxes due
7 payable as a result of this First Payment and (2) within one hundred fifty (150) calendar days
8 following the Effective Date, Defendant will make a second deposit (the "Second Payment") of the
9 remaining one-half (or \$862,500.00) of the Total Settlement Amount, plus the employer's share of
10 payroll taxes due and payable as a result of this Second Payment, in accordance with the terms and
11 methodology set forth in the Settlement Agreement.

12 18. It is hereby ordered that the Settlement Administrator will issue payments due under
13 the Settlement and approved by the Court as follows: (1) within fourteen (14) calendar days after
14 receipt of the First Payment, the Settlement Administrator shall distribute (a) payment to Plaintiff of
15 the Enhancement Award, (b) the Individual Settlement Payments to Settlement Class Members, (c)
16 the Individual PAGA Payments to PAGA Group Members, and (d) payment of the Settlement
17 Administration Costs to the Settlement Administrator; and (2) within fourteen (14) calendar days
18 after receipt of the Second Payment, the Settlement Administrator shall distribute (a) the LWDA
19 Payment, (b) payment the litigation costs to Class Counsel, and (c) payment of the attorneys' fees to
20 Class Counsel, in accordance with terms and methodology set forth in the Settlement Agreement.

21 19. Each check issued to a Settlement Class Member and/or PAGA Group Member for
22 his or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid for a
23 period of one hundred eighty (180) calendar days from the date of issuance of the check, and after
24 this time period, the check(s) shall be cancelled. The funds associated with checks issued to
25 Settlement Class Members and PAGA Group Members that have not been cashed or deposited
26 within the 180-day period shall be transmitted to Mental Health America of California as a *cy pres*
27 recipient pursuant to California Code of Civil Procedure 384. All Settlement Class Members shall
28 be bound by the terms and conditions of the Class Settlement regardless of whether or not they cash

1 or otherwise negotiate their Individual Settlement Payment checks. All PAGA Group Members
2 shall be bound by the terms and conditions of the PAGA Settlement regardless of whether or not
3 they cash or otherwise negotiate their Individual PAGA Payment checks

4 20. After entry of this Final Approval Order and Judgment, pursuant to California Rules
5 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
6 enforce the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and
7 Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to
8 supervise and adjudicate any dispute arising from or in connection with the distribution of
9 settlement benefits.

10 21. Individualized notice of this Final Approval Order and Judgment is not required.
11 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on the
12 Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of
13 entry of this Final Approval Order and Judgment.

14 22. A Final Compliance Hearing is set for February 17, 2027 at 2:30 p.m. in Department
15 19. Class Counsel shall submit the Settlement Administrator's accounting report regarding the status
16 of the funding and disbursement of the Settlement at least five (5) court days prior to the Final
17 Compliance Hearing.

18 **IT IS SO ORDERED.**

19 DATE: May 11, 2026
20 _____

21 
22 _____
23 The Honorable Theodore C. Layner
24 Judge of the Santa Clara County Superior Court
25 of California
26
27
28

EXHIBIT 2



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

MINUTE ORDER

Freeland v. Momentum for Mental Health (Class Action)
21CV376550
Date of Hearing: 05/06/2026

Hearing Start Time: 1:30 PM
Hearing Type: Hearing: Motion hearings

Heard By: Zayner, Theodore C
Court Reporter:

Location: Department 19
Courtroom Clerk: F. Bryant
Court Interpreter:
Court Investigator:

Parties Present:

Future Hearings:

Muraco, Marlene Stephanie Attorney

- Motion for Final Approval of Class and PAGA Settlement by Plt (Helene Mayer)
reset from 4-1-26 per stip

Appearances are made via UDC unless otherwise stated.
Stephanie Roseman, attorney

Tentative Ruling is contested by Plaintiff.
Matter is heard/argued.
The Tentative Ruling is adopted with amendments. See order to be filed by attorney, Stephanie Roseman.

- Remote Appearance

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Boulevard, Suite 900, Glendale, California 91203.

On May 12, 2026, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

Marlene S. Muraco
Jacqueline Menendez
LITTLER MENDELSON P.C.
50 W. San Fernando
7th Floor
San Jose, California 95113
Emails: mmuraco@littler.com; jmenendez@littler.com; YZapien@littler.com

Attorneys for Defendant Momentum for Mental Health

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 12, 2026, at Glendale, California.


Bianca Balentine