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**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] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: August 6, 2025
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 Superior Court of the State of California, for the County of Santa Clara, for Plaintiff's Motion for
3 Preliminary Approval of Class Action and PAGA Settlement. Lawyers *for* Justice, PC appears as
4 counsel for Plaintiff Sinora Freeland ("Plaintiff"), individually and on behalf of all others similarly
5 situated and other aggrieved employees, and Littler Mendelson P.C. appears as counsel for
6 Defendant Momentum for Mental Health ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
12 Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement Agreement"),
13 attached as "**EXHIBIT 1**" to the Declaration of Helene Mayer in Support of Plaintiff's Motion for
14 Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's
15 determination that the Settlement falls within the range of possible approval as fair, adequate, and
16 reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
19 the Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
23 each other's respective positions. It further appears to the Court that the Settlement, at this time,
24 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
25 be presented by the further prosecution of the case. It further appears that the Settlement has been
26 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
27 entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Award, Enhancement Award, PAGA Penalty Amount, Settlement Administrator
3 Costs, and payments to the Settlement Class Members and PAGA Group Members provided
4 thereby, appear to be within the range of reasonableness of a settlement that could ultimately be
5 given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is
6 being granted as part of the Settlement and preliminarily finds that the monetary settlement awards
7 made available to the Class Members and PAGA Group Members are fair, adequate, and reasonable
8 when balanced against the probable outcome of further litigation relating to certification, liability,
9 and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel are qualified to act as counsel for Plaintiff individually and as the Class Representative.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former non-exempt employees of Defendant in California employed
22 during the period from February 26, 2017 through October 30, 2023.

23 7. The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh,
24 and Helene Mayer of Lawyers *for* Justice, PC as Class Counsel.

25 8. The Court provisionally appoints Plaintiff Sinora Freeland as the Class
26 Representative.

27 9. The Court provisionally appoints Simpluris, Inc. to handle the administration of the
28 Settlement ("Simpluris" or "Settlement Administrator").

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1 10. Within fifteen (15) business days after the date of this Order, Defendant shall
2 provide the Settlement Administrator with the Class Data and List in conformity with the Settlement
3 Agreement.

4 11. The Court approves, both as to form and content, the Notice of Class Action
5 Settlement and Hearing Date for Court Approval (“Class Notice”) attached hereto as “**EXHIBIT**
6 **A.**” The Class Notice shall be provided to Class Members in the manner set forth in the Settlement.
7 The Court finds that the Class Notice appears to fully and accurately inform the Class Members of
8 all material elements of the Settlement, of Class Members’ right to be excluded from the Class
9 Settlement by submitting a Request for Exclusion, of Class Members’ right to dispute the
10 Workweek(s) during the Class Period credited to each of them, and of each Settlement Class
11 Member’s right and opportunity to object to the Class Settlement. The Court further finds that
12 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
13 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
14 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
15 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
16 Notice to all Class Members within fourteen (14) calendar days after receiving the Class Data and
17 List from Defendant, pursuant to the terms set forth in the Settlement Agreement.

18 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
19 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
20 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
21 for Exclusion no later than sixty (60) calendar days from the initial mailing of the Class Notice
22 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be
23 the later of the original Response Deadline or fourteen (14) calendar days from the re-mailing. Any
24 Class Member who submits a Request for Exclusion from the Class Settlement is prohibited from
25 making any objections to the Class Settlement. Any Class Member who submits a timely and valid
26 Request for Exclusion will not be a Settlement Class Member and will not have any right to object,
27 appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid
28 Request for Exclusion by the Response Deadline shall be bound by the terms of this Agreement,

any Court order approving the terms of the Settlement, and the Final Approval Order and Judgment entered thereon. PAGA Group Members shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 19 of the Superior Court of California for the County of Santa Clara, located at 191 N. First Street, San Jose, California 95113, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Group Members; and determine whether to finally approve the requests for the Class Counsel Award, Enhancement Award, PAGA Penalty Amount, and Settlement Administrator Costs.

14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Class Counsel Award, Enhancement Award, PAGA Penalty Amount, and Settlement Administrator Costs, along with the appropriate declarations and supporting evidence, including the Administrator's declaration by _____, to be heard at the Final Approval Hearing.

15. Only Class Members who do not request exclusion from the Class Settlement may object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval Hearing, regardless of whether they submitted a written objection. The Notice of Objection must be signed by the Settlement Class Member and contain all information required by this Settlement Agreement. A Settlement Class Member who does not object prior to or at the Final Approval Hearing will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

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1 16. The Settlement is not a concession or admission and shall not be used against
2 Defendant as an admission or indication with respect to any claim of any fault or omission by
3 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
4 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,
5 neither the Settlement, nor any document, statement, proceeding or conduct related to the
6 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
7 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
8 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
9 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to
10 establish the existence of any condition constituting a violation of, or a non-compliance with state,
11 federal, local or other applicable law. except for legal proceedings concerning the implementation,
12 interpretation, or enforcement of the Settlement.

13 17. In the event the Settlement does not become effective in accordance with the terms
14 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
15 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
16 vacated, and the Parties shall revert back to their respective positions as of before entering into the
17 Settlement Agreement.

18 18. The Court reserves the right to adjourn or continue the date of the Final Approval
19 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
20 Members and retains jurisdiction to consider all further applications arising out of or connected
21 with the Settlement.

22
23 **IT IS SO ORDERED.**

24 Dated: _____

By: _____
The Honorable Theodore C. Zayner
Judge of the Superior Court

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

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 [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("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 [Date of Preliminary Approval], 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
410 West Arden Avenue, Suite 203
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 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 [REDACTED] Workweeks.

From April 12, 2020, through October 30, 2023 (i.e., PAGA Period), you are credited as having worked [REDACTED] 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, telephone number, and last four (4) digits of your Social Security 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 [Response Deadline]**. 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 \$ [REDACTED]. 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 \$ [REDACTED].

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) 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, telephone number, and last four (4) digits of your Social Security 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 [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

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 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, telephone number, and last four (4) digits of your Social Security 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 [Response Deadline]**.

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 **[date]**, at **[time]**, 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.

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: **[INSERT], OR YOU MAY CONTACT CLASS COUNSEL.**