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Attorneys for Plaintiff

**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

**DECLARATION OF HELENE MAYER IN
SUPPORT OF PLAINTIFF'S MOTION FOR
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

DECLARATION OF HELENE MAYER

I, Helene Mayer, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Sinora Freeland (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On February 26, 2021, Plaintiff filed the Class Action Complaint for Damages (the “Operative Complaint”) Case No. 21CV376550 (“*Freeland* Class Action”) in the Superior Court for the County of Santa Clara, thereby commencing the above-captioned lawsuit.

3. On April 12, 2021, Plaintiff provided notice by online submission to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Momentum for Mental Health (“Defendant”) of the specific provisions of the California Labor Code that were allegedly violated pursuant to California Labor Code § 2699.3 (a) (“LWDA Notice), thereby commencing LWDA Case No. LWDA-CM-829047-21.

4. On June 16, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“PAGA Complaint”), Case No. 21CV384331 (“*Freeland* PAGA Action”) (together with the *Freeland* Class Action, the “Actions”) in Santa Clara County Superior Court, alleging violations of the Private Attorneys General Act, California Labor Code § 2698, *et seq.*

5. On July 23, 2021, Defendant filed its Answer to Plaintiff’s Class Action Complaint for Damages.

6. On November 29, 2021, Defendant filed its Answer to Plaintiff’s PAGA Complaint.

7. Class Counsel conducted extensive investigation, discovery, review and analysis of data and documents, and evaluation concerning the claims set forth in the Actions.

8. Plaintiff and Class Counsel have engaged in good faith, arms-length negotiations with Defendant concerning possible settlement of the claims asserted in the Actions. In April 2023, the Parties attended private mediation with Hon. Amy D. Hogue (ret.), a distinguished

mediator with extensive experience mediating labor and employment class actions such as this one. These good faith, arms-length negotiations resulted in settlement of the Actions memorialized in the Settlement Agreement after extensive negotiations about the terms and conditions of the Settlement.

THE PROPOSED SETTLEMENT

9. Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, individually and on behalf of all other members of the general public similarly situated and the State of California (as a private attorney general pursuant to the Private Attorneys General Act, Cal. Lab. Code § 2698, *et seq.*), on the one hand, and Defendant, on the other hand (together, the “Parties”). The Parties and their counsel have approved the proposed Notice of Class Action Settlement and Hearing Date for Court Approval (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the Court approve it as well.

10. The Settlement provides for a Total Settlement Amount of \$1,725,000.00 to be paid in two payments on a non-reversionary basis. The Net Settlement Amount is the Total Settlement Amount less the following amounts, subject to approval by the Court: Class Counsel Fees of up to \$603,750.00 (if the Total Settlement Amount remains \$1,725,000.00) and Class Counsel Costs not to exceed \$30,000.00 to Class Counsel, Enhancement Award to Plaintiff of \$10,000.00, Settlement Administrator Costs to the Settlement Administrator not to exceed \$10,000.00, and the PAGA Penalty Amount of \$400,000.00. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Settlement Class Members is currently \$671,250.00. Additionally, 25% of the PAGA Penalty Amount (i.e., PAGA Group Member Amount), which is \$100,000.00 out of \$400,000.00, will be distributed to the PAGA Group Members, for their respective portion of the PAGA Penalty Amount. The Total Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there is no reversion to Defendant.

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11. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to 35% of the Total Settlement Amount (i.e., \$603,750.00, if the Total Settlement Amount remains \$1,725,000.00) and expenses and costs of not more than \$30,000.00, which will be paid out of the Total Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. A description of the qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved by Class Counsel in this matter can be found in paragraphs 24 through 27, *infra*.

12. The Settlement Agreement provides for payment of up to \$10,000.00 to Plaintiff as an Enhancement Award, to be paid out of the Total Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her and actively tried to obtain information that would benefit the Class. Plaintiff spend significant time preparing responses and producing documents in response to Defendant's formal discovery request. In addition, Plaintiff prepared for and attended a deposition. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Award, in addition to her individual settlement payments, for her services on behalf of the Class, PAGA Group Members, and State of California.

13. The Parties have agreed to retain Simpluris, Inc., ("Simpluris" or "Settlement Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Simpluris to handle these procedures and serve as the Settlement Administrator. Defendant will provide Simpluris with the Class Data and List, and the Settlement Administrator will calculate each Class Member's estimated share of the Net Settlement Amount ("Individual Settlement Payment") and each PAGA Group Member's estimated *pro rata* share of the PAGA Group Member Amount ("Individual PAGA Payment"). The Settlement Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing

1 necessary reports and declarations, transmitting funds representing uncashed checks after the void
2 date to the *cy pres* recipient, Mental Health America of California, and other duties and
3 responsibilities set forth to process the Settlement, and as requested by the Parties. Settlement
4 Administrator Costs are currently estimated not to exceed \$10,000.00 and will be paid out of the
5 Total Settlement Amount, subject to approval of the Court.

6 14. Under the Settlement Agreement, Defendant is responsible for any employer-side tax
7 obligations associated with the Total Settlement Amount and will deposit that amount into the
8 settlement fund in addition to the Total Settlement Amount. Each Settlement Class Member's
9 Individual Settlement Payment will be allocated 20% to wages and 80% to penalties and interest.
10 The Settlement Administrator will withhold the employee's share of taxes and withholdings with
11 respect to the wages portion of the Individual Settlement Payments.

12 **CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE**

13 15. **Ascertainability:** The proposed Class is defined as all current and former non-
14 exempt employees of Defendant in California employed during the Class Period, which is February
15 26, 2017 through October 30, 2023.

16 16. **Numerosity:** Based on data provided by Defendant, at the time of mediation, the
17 Class is estimated to be approximately 1,150 individuals who worked an estimated total of 131,000
18 workweeks.

19 17. **Commonality:** Based on investigation and information discovered, Class Counsel
20 believes that there is sufficient evidence to support the allegations made in the lawsuit, including the
21 allegations that Defendant, with respect to Plaintiff, Class Members, and PAGA Group Members,
22 *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed
23 to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay
24 wages during employment and upon termination of employment, failed to provide compliant wage
25 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
26 expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties
27 recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698,
28 *et seq.*). Plaintiff also asserted that Class Members were expected to perform similar job duties and

1 were subject to the same or similar operations and employment policies, practices, and procedures.
2 Additionally, Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff,
3 Class Members, and PAGA Group Members were substantially the same during the time period at
4 issue. As a result of said alleged uniform practices, Plaintiff claims that the Class Members were not
5 paid all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's view, it
6 is clear that the outcome of this litigation would be determined by Defendant's uniform operations
7 and employment practices, policies, and procedures that Plaintiff alleges applied across its hourly-
8 paid or non-exempt employees in California during the relevant time period.

9 18. **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing a
10 class action against her former employer. Plaintiff spent considerable time and effort to produce
11 relevant documents and past employment records and to provide the facts and evidence necessary to
12 attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her and
13 actively tried to obtain information that would benefit the Class. Plaintiff has no interests that are
14 adverse to the Class. Plaintiff was employed by Defendant during the Class Period and subject to
15 the same alleged violations and the same policies, practices, and procedures. Plaintiff took on the
16 challenge and risk of commencing and maintaining this action, and she has not yet received any
17 monetary benefit for her service to date. Plaintiff put her own interests aside and brought a publicly
18 filed lawsuit against an employer not just for her own benefit, but, instead, on behalf of other hourly-
19 paid employees and the State of California.

20 **EXPERIENCE AND ADEQUACY OF LAWYERS for JUSTICE, PC**

21 19. For over a decade, Lawyers for Justice, PC has almost exclusively focused on the
22 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
23 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers for Justice, PC is
24 attorney of record in over a dozen employment-related putative class actions in both state and federal
25 courts in the State of California. Lawyers for Justice, PC is comprised of attorneys who focus on
26 litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative
27 actions. The firm has successfully litigated cases involving the executive, administrative, and other
28 overtime exemptions to the State of California and federal overtime compensation requirements.

1 During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has
2 recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary
3 of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently
4 and primarily have been responsible for the representation of Plaintiff in connection with the
5 resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked
6 on the above-captioned matter.

7 20. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice,
8 PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned
9 a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive
10 formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution
11 as part of its Masters in Dispute Resolution degree program. In addition, he has previously served
12 as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained
13 a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000,
14 he studied Legal Writing at Harvard University. From approximately September 2002 to
15 approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane
16 Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002
17 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of
18 the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained
19 a license to practice law from the California State Bar. Since in or around October of 2008, through
20 his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of
21 consumer and employment class actions. While employed by Lawyers *for* Justice PC, he has argued
22 over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions,
23 prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-
24 five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction
25 with co-counsel, he has successfully litigated cases involving the executive, administrative, and
26 other overtime exemptions to the State of California and federal overtime compensation
27 requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class
28 certification by contested motion practice in approximately fifteen (15) cases in the last decade and

1 litigated over 1,000 class action or representative action cases.

2 21. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He received
3 his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum
4 laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From
5 approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable
6 Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From
7 approximately August 2008 to approximately December 2008 he served as a Judicial Extern to the
8 Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He
9 was admitted to practice law in California in 2010. He is admitted to practice before all courts of the
10 State of California and all United States District Courts in the State of California. He has worked on
11 many wage-and-hour class action and representative action cases, taking the lead in taking and
12 defending depositions, arguing motions, and attending mediations. He has played an integral role in
13 preparing matters for class certification, including and not limited to, successful certification of a
14 class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012),
15 *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and
16 *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). He has
17 worked on over one hundred (100) class action or representative action cases which have resulted in
18 settlement.

19 22. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a
20 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science
21 degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown
22 University Law Center in 2010. She is admitted to practice in California (since 2010) and in New
23 York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S.
24 Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken
25 and defended dozens of depositions and successfully handled motion practice in class action cases
26 regarding discovery (including and not limited to, regarding class contact information), class
27 certification (both contested class certification and stipulated class certification), arbitration
28 agreements, coordination, intervention. She has successfully handled briefing and oral argument on

1 appeal, and obtained notable decisions regarding the Private Attorneys General Act and employer
2 efforts to compel arbitration of PAGA claims, e.g., *Betancourt v. Prudential Overall Supply*, 9
3 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S.,
4 Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive
5 experience with class action and/or representative action settlements. Under her, Edwin Aiwazian,
6 and Arby Aiwazian's supervision, the firm has handled the class certification and court approval
7 process for hundreds of class action and/or representative action matters that have successfully
8 resolved. She is a member of the California Employment Lawyers Association.

9 23. I, Helene Mayer, am a Member of Lawyers for Justice, PC. I received my Bachelor
10 of Arts degree from University of San Diego in 2017, and I earned my Juris Doctor degree from
11 University of San Diego School of Law in 2020. I was admitted to practice law in California in 2021.
12 I am admitted to practice before all courts of the State of California and all U.S. Federal District
13 Courts in the State of California. I have worked on wage-and-hour class action and PAGA
14 representative cases, and my work has included, *inter alia*, researching and drafting pleadings,
15 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement
16 agreements, and making court appearances. Prior to working at Lawyers for Justice, PC, I worked
17 at law firms focused primarily on family law matters, including, *inter alia*, representing clients in
18 divorce, parentage, child custody, and domestic violence restraining order proceedings, researching
19 and drafting pleadings, negotiating and finalizing marital settlement agreements, engaging in motion
20 practice, and making court appearances.

21 THE SETTLEMENT AND SUMMARY OF WORKED PERFORMED

22 24. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this
23 matter has translated into tangible monetary benefits for the Class Members in the following
24 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
25 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
26 favorably with other similar class action settlements of this type given the strengths and weaknesses
27 of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only
28 increased significantly had the case progressed through certification, trial, and/or appeals.

25. Class Counsel has litigated the matters for over 3 years and was actively preparing the matters for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a mediation conducted by Amy D. Hogue (ret.), a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the litigation and in connection with the mediation and settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, regular rate, meal and rest periods, PAGA representative actions, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting investigations and formal and informal discovery and exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Settlement Class Members, and of the Released PAGA Claims of Plaintiff, the State of California, and the PAGA Group Members, against the Released Parties.

26. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the actions for class certification and trial. Plaintiffs conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from Defendant, Plaintiff, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: a sampling of Class

Members' time and payroll data, Plaintiff's personnel records, earning statements, company policy acknowledgements (e.g., Meal and Rest Period Policy and Acknowledgement), job descriptions, Defendant's operations and employment practice, policies, and procedures (e.g., Expense Reimbursement Form, Meal Periods and Rest Periods, Arbitration Agreement, Agreement to Waive Off Duty Meal Break on NOC Shift, Personnel Policy Guidelines, Attendance and Reporting Time, Standards of Performance and Discipline, Training and Education, Work Week and Overtime Compensation, Time Cards and Time Clock, Final Paycheck, Cellular Telephones, Service Employees International Union Local 2019-2022 Collective Bargaining Agreement with Momentum for Mental Health), among other information and documents. Class Counsel had the opportunity to interview Plaintiff and other Class Members to gather facts and to identify potential witnesses. Class Counsel served multiple sets of formal written discovery requests, including Requests for Production of Documents (Set One); Special Interrogatories (Sets One and Two); and Form Interrogatories - General (Set One), on Defendant and reviewed Defendant's responses thereto. Class Counsel noticed the deposition of Defendant's person most knowledgeable regarding job duties and organizational structure. Class Counsel prepared Plaintiff's responses to the formal written discovery requests served by Defendant on Plaintiff, including Requests for Production of Documents (Set One). Class Counsel also prepared for and defended the deposition of Plaintiff. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of documents and data prior to the mediation. Class Counsel also drafted pleadings and the mediation brief and prepared for and attended court proceedings, mediation, and settlement negotiations, among other tasks.

27. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, arbitration agreements, regular rate, meal and rest periods, state wage-and-hour law and enforcement, Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based on our analysis, I submit that the result achieved in this litigation is fair, adequate, and reasonable.

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28. Class Counsel is aware of the defenses and position of Defendant but believes that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class certification and/or representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in complex labor and employment matters.

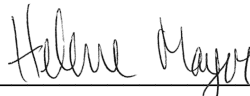
29. Defendant, on the other hand, denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that the lawsuit is appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiff's, Class Members', and PAGA Group Members' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume of documents and data to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.

30. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiff, the Class, and State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks

1 associated with class certification, representative adjudication, trial, and/or appeals.

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

4 Executed on this 27th day of February, 2025, at Mooresville, North Carolina.

5 

6 _____
Helene Mayer

EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 **AND RELEASE OF CLAIMS**

3 This Joint Stipulation of Class Action and PAGA Settlement and Release of Claims
4 (“Settlement,” “Agreement,” or “Settlement Agreement”) is entered into by and between plaintiff
5 Sinora Freeland (“Plaintiff”), individually and on behalf of all others similarly situated and the State
6 of California (as a private attorney general pursuant to the Private Attorneys General Act, Cal. Lab.
7 Code § 2698, *et seq.*), on the one hand, and defendant Momentum for Mental Health (“Defendant”)
8 on the other hand (collectively referred to as “the Parties”).

9 This Settlement shall be binding on Plaintiff, Settlement Class Members (as defined herein),
10 the State of California as to the employment of PAGA Group Members (as defined herein), and on
11 Defendant, subject to the terms and conditions, definitions, and recitals set forth herein and to the
12 approval of the Court.

13 **I. DEFINITIONS**

14 **A. “Actions”** means the *Freeland* Class Action and *Freeland* PAGA Action referred to
15 together.

16 **B. “Class” or “Class Members”** means all current and former non-exempt employees
17 of Defendant in California employed during the Class Period.

18 **C. “Class Counsel”** means Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Helene
19 Mayer of Lawyers *for* Justice, PC.

20 **D. “Class Counsel Award”** means attorneys’ fees for Class Counsel’s litigation and
21 resolution of the Actions, and Class Counsel’s actual expenses and costs incurred and to be incurred
22 in connection with the Actions.

23 **E. “Class Data and List”** means information regarding Class Members that Defendant
24 will in good faith compile from Defendant’s records and provide to the Settlement Administrator.
25 To the extent possible, it shall be formatted as a Microsoft Excel spreadsheet. It shall include each
26 Class Member’s last known full name; last known address; last known home telephone number;
27 Social Security number; and start and end dates of employment as a non-exempt employee of
28 Defendant in California during the Class Period and PAGA Period, the number of Workweeks, if

any, the Class Member spent on a leave of absence during the Class Period, the number of Pay Periods, if any, the Class Member spent on a leave of absence during the PAGA Period, Workweeks during the Class Period, and Pay Periods during the PAGA Period, all of which information shall be based upon Defendant's reasonably available business records and/or the best reasonably available personal knowledge of Defendant's employees and agents.

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

G. "Class Representative" means Plaintiff Sinora Freeland.

H. "Class Settlement" means the settlement and resolution of the Released Class Claims.

I. "Court" means the Superior Court of the State of California for the County of Santa Clara.

J. "Defendant" means Defendant Momentum for Mental Health.

K. "Effective Date" of the Settlement means the date on which the Court's order granting Final Approval of this Settlement Agreement becomes final. Such order becomes final upon the following events: (i) upon the Court issuing the Final Approval Order granting approval of this Settlement Agreement if no objections to the settlement are filed, or if an objection is filed but is withdrawn prior to the Court's Final Approval Hearing; or (ii) in the event there are written objections filed prior to the Final Approval Hearing which are not thereafter withdrawn prior to the hearing, the later of the following events: (a) the day after the last day by which a notice of appeal of the order may be timely filed with an appellate court, and none is filed; (b) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the appellate court's decision passes and no further review is requested; (c) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the appellate court, and further review of the appellate court's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (d) if review is accepted, the day the appellate court affirms the Settlement.

L. "Enhancement Award" means the amount that the Court authorizes to be paid to Plaintiff, in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Actions.

The Enhancement Award shall be in addition to the Plaintiff's Individual Settlement Payment and/or Individual PAGA Payment. The proposed Enhancement Award is Ten Thousand Dollars and Zero Cents (\$10,000.00), subject to Court approval.

M. "Final Approval Hearing" means the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Settlement.

N. "Final Approval Order" means the proposed order granting final approval of the Settlement and constituting a Final Judgment.

O. "Final Judgment" means a judgment issued by the Court approving this Agreement as binding upon the Parties.

P. "Freeland Class Action" means the case entitled *Sinora Freeland v. Momentum for Mental Health*, filed in the Superior Court of the State of California, County of Santa Clara, Case No. 21CV376550.

Q. "Freeland PAGA Action" *Sinora Freeland v. Momentum for Mental Health*, filed in the Superior Court of the State of California, County of Santa Clara, Case No. 21CV384331.

R. "Individual PAGA Payment" means the amount paid from the PAGA Penalty Amount to a PAGA Group Member, based upon their number of Pay Periods during the PAGA Period.

S. "Individual Settlement Payment" means the amount paid from the Net Settlement Amount to a Settlement Class Member, based on their number of Workweeks during the Class Period.

T. "LWDA" means the California Labor and Workforce Development Agency.

U. "Net Settlement Amount" means the Total Settlement Amount less the Court-approved Class Counsel Award, Enhancement Award, Settlement Administrator Costs, and PAGA Penalty Amount.

V. "Notice of Class Action Settlement" or "Class Notice" means the Notice of Pendency of Class Action Settlement and Hearing Date for Court Approval substantially in the form attached hereto as **Exhibit A**. The Class Notice shall include, among other things: (a) for Class Members, an estimated Individual Settlement Payment and number of Workweeks credited to them

1 during the Class Period, (b) for PAGA Group Members, estimated Individual PAGA Penalty Amount
2 and number of Pay Periods credited to them during the PAGA Period; (c) how to opt-out of the Class
3 Settlement, (d) how to object to the Class Settlement, and (e) how to dispute the number of estimated
4 Workweeks (for Class Members).

5 **W. “Notice of Objection”** means a Class Member’s written objection to the Class
6 Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class
7 Member’s full name, signature, address, telephone number, and last four (4) digits of the Class
8 Member’s Social Security number; (c) contain a written statement of all grounds for the objection
9 accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or
10 other documents upon which the objection is based; and (e) be submitted by mail to the Settlement
11 Administrator at the specified address, postmarked on or before the Response Deadline.

12 **X. “PAGA”** refers to the California Labor Code Private Attorneys General Act of 2004,
13 codified at California Labor Code §§ 2699, *et seq.*

14 **Y. “PAGA Group” or “PAGA Group Members”** means all current and former non-
15 exempt employees of Defendant in California employed during the PAGA Period.

16 **Z. “PAGA Penalty Amount”** means the amount of Four Hundred Thousand Dollars
17 and Zero Cents (\$400,000.00) out of the Total Settlement Amount, which shall be allocated 75%
18 (\$300,000.00) to the LWDA (“LWDA Payment”) and 25% (\$100,000.00) will be distributed to the
19 PAGA Group Members to be allocated based on their number of Pay Periods credited to them during
20 the PAGA Period (“PAGA Group Member Amount”).

21 **AA. “PAGA Period”** means the period from April 12, 2020, through October 30, 2023.

22 **BB. “PAGA Settlement”** means the settlement and resolution of Released PAGA Claims.

23 **CC. “Parties”** means Plaintiff and Defendant, collectively, and **“Party”** shall mean
24 Plaintiff or Defendant, individually.

25 **DD. “Pay Period(s)”** means the number of pay periods in which each PAGA Group
26 Member was actively employed as a non-exempt employee for Defendant in the State of California
27 during the PAGA Period, calculated by the Settlement Administrator and based on information from
28 Defendant’s records. Pay Periods shall be calculated for each PAGA Group Member as follows:

(Number of pay periods the PAGA Group Member was employed by Defendant as a non-exempt employee in California during the PAGA Period (“Starting Pay Periods”)) – (Number of Starting Pay Periods, if any, that the PAGA Group Member was on an Extended Leave of Absence). An Extended Leave of Absence is one in which the PAGA Group Member was on leave for one or more consecutive pay periods.

EE. “Plaintiff” means Plaintiff Sinora Freeland.

FF. “Preliminary Approval Date” means the date on which the Court issues a Preliminary Approval Order.

GG. “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Settlement.

HH. “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.

II. “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.*).

JJ. "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.

KK. "Request for Exclusion" means a Class Member's written letter indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of the Class Member's 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 at the specified address, postmarked on or before the Response Deadline.

LL. "Response Deadline" means the date that is sixty (60) calendar days after the Settlement Administrator mails the Notice of Class Action Settlement to Class Members, which is the last date on which Class Members may: (a) submit a Request for Exclusion; (b) submit a Notice of Objection; or (c) submit a Workweeks Dispute. If the sixtieth (60th) day falls on a Sunday or Federal holiday, then the deadline is extended to the next day that the U.S. Postal Service is open.

34. "Settlement Administrator" means the third-party company that is responsible for administering the Settlement. This Settlement Administrator is Simpluris Inc.

MM. "Settlement Administrator Costs" means the amount to be paid to the Settlement Administrator from the Total Settlement Amount for administration of this Settlement, currently estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).

NN. "Settlement Class" or "Settlement Class Members" means those Class Members who do not submit a valid and timely Request for Exclusion.

OO. "Total Settlement Amount" means the agreed upon settlement amount totaling One Million Seven Hundred Twenty-Five Thousand Dollars and Zero Cents (\$1,725,000.00) to be paid by Defendant in full settlement of the Released Class Claims and Released PAGA Claims, and includes without limitation the Class Counsel Award, Enhancement Award, Individual Settlement

1 Payments, Individual PAGA Payments, LWDA Payment, and Settlement Administrator Costs. In
2 no event shall Defendant be liable for more than the Total Settlement Amount, except that
3 Defendant's portion of payroll taxes will be paid separately and in addition to the Total Settlement
4 Amount.

5 **PP. "Workweek(s)"** means the number of weeks in which each Class Member was
6 actively employed as a non-exempt employee for Defendant in the State of California during the
7 Class Period, calculated by the Settlement Administrator and based on information from Defendant's
8 records. Workweeks shall be calculated for each Class Member as follows: (Number of weeks the
9 Class Member was employed by Defendant as a non-exempt employee in California during the Class
10 Period ("Starting Workweeks")) – (Number of Starting Workweeks that the Class Member was on
11 an Extended Leave of Absence). An Extended Leave of Absence is one in which the Class Member
12 was on leave for two or more consecutive workweeks.

13 **QQ. "Workweeks Dispute"** means a Class Member's written letter disputing the pre-
14 printed information on the Class Notice as to her, his, or their Workweeks during the Class Period,
15 which must: (a) contain the case name and number of the Action; (b) contain the Class Member's
16 full name, signature, address, telephone number, and last four (4) digits of the Class Member's Social
17 Security number; (c) clearly state that the Class Member disputes the number of Workweeks credited
18 to her, him, or they for the Class Period and what she, he, or they contend is the correct number to
19 be credited to her, him, or they; (d) attach any documentation that she, he, or they has to support the
20 dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address,
21 postmarked on or before the Response Deadline.

22 **II. BACKGROUND**

23 **A.** On February 26, 2021, Plaintiff filed a Class Action Complaint for Damages (the
24 "Operative Complaint") Case No. 21CV376550, in Santa Clara County Superior Court. In this
25 putative class action, Plaintiff alleges, *inter alia*, on behalf of herself and all others similarly situated,
26 that Defendant violated California state wage and hour laws and the California Business and
27 Professions Code §17200, *et seq.* as a result of Defendant's alleged California wage and hour policies
28 and practices. Specifically, Plaintiff alleged that Defendant violated the following provisions of the

California Labor Code: (1) California Labor Code §§ 510 and 1198 (failure to pay overtime); (2) California Labor Code §§ 226.7 and 512(a) (failure to provide compliant meal periods and associated premiums); (3) California Labor Code § 226.7 (failure to provide rest periods and associated premiums); (4) California Labor Code §§ 1194, 1197, and 1197.1 (failure to pay minimum wages); (5) California Labor Code §§ 201 and 202 (failure to timely pay final wages); (6) California Labor Code § 204 (failure to timely pay wages during employment); (7) California Labor Code § 226(a) (failure to provide accurate wage statements); (8) California Labor Code § 1174(d) (failure to keep requisite payroll records); (9) California Labor Code §§ 2800 and 2802 (failure to reimburse necessary business expenses); and (10) California Business & Professions Code §§ 17200, *et seq.*

B. 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), thereby commencing LWDA Case No. LWDA-CM-829047-21.

C. On June 16, 2021 Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“PAGA Complaint”), Case No. 21CV384331 in Santa Clara County Superior Court, alleging violations of the Private Attorneys General Act, California Labor Code § 2698, *et seq.*

D. Class Counsel conducted extensive investigation, discovery, review and analysis of data and documents, and evaluation concerning the claims set forth in the Actions.

E. Plaintiff and Class Counsel have engaged in good faith, arms-length negotiations with Defendant concerning possible settlement of the claims asserted in the Actions. In April 2023, the Parties attended private mediation with Hon. Amy D. Hogue (ret.), a distinguished mediator with extensive experience mediating labor and employment class action such as this one. These good faith, arms-length negotiations resulted in settlement of the Actions memorialized in this Settlement Agreement after extensive negotiations about the terms and conditions of the Settlement.

F. Class Counsel has conducted an investigation of the law and facts relating to the claims asserted in the Actions and has concluded, taking into account the sharply contested issues

involved, the defenses asserted by Defendant, the expense and time necessary to pursue the Actions through trial and any appeals, the risks and costs of further prosecution of the Actions, the risk of an adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be received by Plaintiff and the members of the Class pursuant to this Agreement, that a settlement with Defendant on the terms and conditions set forth herein is fair, reasonable, adequate, and in the best interests of the Class. Plaintiff, on her own behalf and on behalf of the Class, has agreed to settle the Actions with Defendant on the terms set forth herein.

G. Defendant has concluded that, because of the substantial expense of defending against the Actions, the length of time necessary to resolve the issues presented herein, and the inconvenience involved, it is in Defendant's best interest to accept the terms of this Agreement. Defendant denies each of the allegations and claims asserted against it in the Actions. However, Defendant nevertheless desires to settle the Actions for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Actions.

H. This Agreement is intended to and does effectuate the full, final, and complete settlement of all allegations and claims set forth in the Operative Complaint, PAGA Complaint, and LWDA Notice.

III. STIPULATION OF CLASS CERTIFICATION

A. The Parties stipulate to the certification of the Class for purposes of settlement only. This stipulation is contingent upon the preliminary and final approval and certification of the Class only for purposes of Settlement. Should the Settlement not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Actions. Defendant expressly reserves the right to oppose class certification and/or proactively move to deny certification should this Settlement be modified or reversed on appeal or otherwise not become final.

B. The Parties agree that class certification pursuant to California Code of Civil Procedure § 382 under the terms of this Agreement is for settlement purposes only. Nothing in this

Agreement will be construed as an admission or acknowledgement of any kind that any class should be certified or given collective treatment in the Actions or in any other action or proceeding, or that Plaintiff is an adequate class representative. Further, neither this Agreement nor the Court's actions with regard to this Agreement will be admissible in any court or other tribunal regarding the propriety of class certification or collective treatment. In the event that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited, or affected in any way any claims, rights, or remedies in the Actions, and Defendant will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Actions.

IV. TERMS OF AGREEMENT

A. Release as to All Settlement Class Members

Upon Defendant making the Second Payment as set forth in Paragraph IV.O.1 below, 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.

B. Release as to all PAGA Group Members

Upon Defendant making the Second Payment as set forth in Paragraph IV.O.1 below, 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.

C. Release of Claims by Plaintiff

Upon Defendant making the Second Payment as set forth in Paragraph IV.O.1 below, Plaintiff, for herself only, releases the Released Parties from all of the Released Class Claims and Released PAGA Claims during their respective Class Period and PAGA Period. Plaintiff, for herself and her heirs, successors and assigns, further waives, releases, acquits and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of

1 privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims
2 arising under any federal, state or other governmental statute, law, regulation or ordinance, including,
3 but not limited to, claims for violation of the Fair Labor Standards Act (FLSA), the California Labor
4 Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour
5 laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the
6 Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California
7 Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave
8 Act, California's Whistleblower Protection Act, California Business & Professions Code §§17200,
9 *et seq.*, and any and all claims arising under any federal, state or other governmental statute, law,
10 regulation or ordinance.

11 Plaintiff's releases set forth herein include a waiver of all rights under California Civil Code
12 §1542, which provides:

13 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
14 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
15 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
16 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

17 Plaintiff may hereafter discover claims or facts in addition to, or different from, those which
18 she now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle
19 and release any and all claims against the Released Parties, known or unknown, suspected or
20 unsuspected, which exist or may exist on behalf of Plaintiff or against the Released Parties at the
21 time of execution of this Agreement, including, but not limited to, any and all claims relating to or
22 arising from Plaintiff's employment with Defendant.

23 **D. Tax Liability and Medicare**

24 The Parties make no representations as to the tax treatment or legal effect of the payments
25 called for hereunder, and Settlement Class Members and PAGA Group Members are not relying on
26 any statement or representation by the Parties in this regard. Settlement Class Members and PAGA
27 Group Members understand and agree that they will be responsible for the payment of taxes and
28 penalties assessed on the payments described herein and will hold the Parties free and harmless from

1 and against any claims resulting from treatment of such payments as non-taxable damages, including
2 the treatment of such payment as not subject to withholding or deduction for payroll and employment
3 taxes. Moreover, this Agreement is based upon a good faith determination of the Parties to resolve
4 a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in
5 contravention of 42 U.S.C. Sec. 1395y(b), especially since this is strictly a wage and hour case. The
6 Parties resolved this matter in compliance with both state and federal law. The Parties made every
7 effort to adequately protect Medicare's interest and incorporate such into the settlement terms.
8 Plaintiff warrants that she is not a Medicare beneficiary as of the date of this Agreement. As such,
9 no conditional payments have been made by Medicare.

10 **E. Circular 230 Disclaimer**

11 Each Party to this Agreement (for purposes of this Paragraph, the "acknowledging party" and
12 each Party to this Agreement other than the acknowledging party, an "other party") acknowledges
13 and agrees that (1) no provision of this Agreement, and no written communication or disclosure
14 between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall
15 any such communication or disclosure constitute or be construed or be relied upon as, tax advice
16 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
17 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
18 independent legal and tax counsel for advice (including tax advice) in connection with this
19 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
20 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
21 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
22 that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party
23 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
24 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
25 acknowledging party of the tax treatment or tax structure of any transaction, including any
26 transaction contemplated by this Agreement.

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1 **F. Preliminary Approval of Settlement**

2 Promptly upon execution of this Agreement, Plaintiff will move the Court to grant
3 preliminary approval of this Settlement, certifying the Class for settlement purposes only and setting
4 a date for the Final Approval Hearing. All Parties agree to work diligently and cooperatively to have
5 this Settlement presented to the Court for preliminary approval. The proposed preliminary approval
6 order shall provide for the Notice of Class Action Settlement to be sent to Settlement Class Members
7 as specified herein.

8 **G. Preliminary Approval Order**

9 Plaintiff will request that the Court enter, after the preliminary approval hearing, a
10 Preliminary Approval Order, jointly agreed to by the Parties, which will provide for, in substantial
11 part, the following:

- 12 a. Conditionally certifying the Class;
- 13 b. Granting preliminary approval of the Settlement;
- 14 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 15 d. Preliminarily appointing Class Counsel as counsel for the Class; and
- 16 e. Approving, as to form and content, the mutually-agreed upon and proposed
17 Class Notice and directing its mailing to the Class by First-Class U.S. Mail; and
- 18 f. Scheduling a Final Approval Hearing at which the Court will determine
19 whether final approval of the Settlement should be granted.

20 **H. Class Data and List**

21 Upon the Court granting preliminary approval of this Agreement, Defendant shall provide
22 the Settlement Administrator with the Class Data and List within fifteen (15) business days for
23 purposes of mailing the Notice of Class Action Settlement to the Class Members. No later than three
24 (3) business days after receipt of the Class Data and List, the Settlement Administrator shall notify
25 counsel for the Parties that the lists have been received and state the number of Class Members
26 included in the Class Data and List.

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1 **I. Notice by First-Class U.S. Mail**

2 Upon receipt of the Class Data and, the Settlement Administrator will perform a search based
3 on the National Change of Address Database to update and correct any known or identifiable address
4 changes. Within fourteen (14) calendar days of receipt of the Class Data and List, the Settlement
5 Administrator shall mail copies of the Notice of Class Action Settlement, attached as Exhibit A, to
6 all Class Members via regular First-Class U.S. Mail with a return postage-paid envelope. The
7 Settlement Administrator shall exercise its best judgment to determine the current mailing address
8 for each Class Member, including performing a skip-trace to identify any updated addresses. The
9 address identified by the Settlement Administrator as the current mailing address shall be presumed
10 to be the best mailing address for each Class Member.

11 **J. Undeliverable Notices**

12 Any Notice of Class Action Settlement returned to the Settlement Administrator as
13 undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address
14 affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly
15 attempt to determine a correct address by use of skip-tracing, or other search using the name, address
16 and/or Social Security number of the Class Member whose notice was undeliverable, and shall then
17 re-mail all returned undelivered Class Notices within five (5) calendar days of receiving notice that
18 a Class Notice was undeliverable. Class Members who receive a re-mailed Notice of Class Action
19 Settlement shall have their Response Deadline extended by the longer of fourteen (14) calendar days
20 from the date of re-mailing or the remaining original Response Deadline period.

21 **K. Workweeks Disputes**

22 Class Members will have the opportunity, should they disagree with the number of
23 Workweeks stated on their Class Notice by submitting a Workweeks Dispute, postmarked on or
24 before the Response Deadline. If there is a Workweeks Dispute, the Settlement Administrator will
25 consult with the Parties to determine whether an adjustment is warranted. The Settlement
26 Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement
27 Payments under the terms of this Agreement. The Settlement Administrator's determination of the
28 eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class

Members and the Parties. In the absence of circumstances indicating fraud, manipulation, or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

L. Requests for Exclusion

The Notice of Class Action Settlement shall state that Class Members who wish to exclude themselves from the Class Settlement must submit a Request for Exclusion, postmarked on or before the Response Deadline. The Request for Exclusion will be deemed invalid if it does not contain the Class Member's full name, address, signature, and a statement requesting exclusion. The date of the postmark on the return mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. If the Settlement Administrator is unsure of the validity of a Request for Exclusion, it must provide a copy of the Request for Exclusion to the Parties to review and make a determination as to its validity. Any Class Member who requests to be excluded from the Class Settlement will not be entitled to an Individual Settlement Payment and will not be bound to the Class Settlement, or have any right to object, appeal, or comment thereon. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in the Actions if the Settlement is approved by the Court. Any Class Member who is also considered a PAGA Group Member will still be issued their Individual PAGA Payment and be bound to the PAGA Settlement, regardless of whether they submit a Request for Exclusion. No later than five (5) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a complete list of all members of the Class who have validly and timely submitted a Request for Exclusion.

M. Notices of Objection

The Notice of Class Action Settlement shall state that Settlement Class Members who wish to object to the Class Settlement may do so in person at the Final Approval Hearing and/or in writing by submitting a Notice of Objection to the Settlement Administrator, postmarked on or before the Response Deadline. The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely received. The Settlement Administrator must provide a copy of written Notices of Objection to the Parties within three (3) business days of receipt.

1 Class Counsel will ensure that any Notices of Objection received by the Settlement Administrator
2 by the Response Deadline are filed with the Court along with the Motion for Final Approval. Either
3 of the Parties may file a responsive document to any objection at least ten (10) court days before the
4 Final Approval Hearing. Any attorney who will represent an individual objecting to the Class
5 Settlement who has not submitted a written objection must file a notice of appearance with the Court
6 and serve Class Counsel and counsel for Defendant no later than the Response Deadline. Class
7 Counsel shall not represent any Settlement Class Members with respect to any such objections.

8 Any Settlement Class Member who fails to submit a timely written Notice of Objection or to
9 present an objection in person at the Final Approval Hearing shall be deemed to have waived any
10 objections and shall be foreclosed from making any objection to the Class Settlement whether by
11 appeal or otherwise.

12 An individual who submits a valid and timely Request for Exclusion may not object to the
13 Class Settlement.

14 **N. No Solicitation of Objections or Exclusions**

15 The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time
16 shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to
17 submit either written Notices of Objection or Requests for Exclusion, or to appeal from the Court's
18 Final Judgment.

19 **O. Funding of Settlement and Time for Distribution**

20 **1.** Within thirty (30) calendar days following the Effective Date, Defendant will make
21 an initial deposit (the "First Payment") of one-half (or \$862,500.00) of the Total Settlement Amount,
22 plus the employer's share of payroll taxes due payable as a result of this First Payment, into an
23 interest-bearing Qualified Settlement Fund ("QSF") established by the Settlement Administrator for
24 administration of the Settlement. Within one hundred fifty (150) calendar days following the
25 Effective Date, Defendant will make a second deposit (the "Second Payment") of the remaining one-
26 half (or \$862,500.00) of the Total Settlement Amount, plus the employer's share of payroll taxes due
27 and payable as a result of this Second Payment into the QSF.

2. The Settlement Administrator will distribute funds as follows in the following order of priority:

i. Within fourteen (14) calendar days after receipt of the First Payment, the Settlement Administrator shall distribute the QSF funds as follows: (1) payment to Plaintiff of the Court-approved Enhancement Award; (2) the Individual Settlement Payments to Settlement Class Members; (3) the Individual PAGA Payments to PAGA Group Members; and (4) payment of the Settlement Administration Costs to the Settlement Administrator. Any funds remaining after this distribution shall be retained in the QSF to be distributed in accordance with Paragraph IV.O.2.ii below.

ii. Within fourteen (14) calendar days after receipt of the Second Payment, the Settlement Administrator shall distribute the QSF funds as follows: (1) the LWDA Payment; (2) payment of Court-approved litigation costs to Class Counsel; and (3) payment of Court-approved attorneys' fees to Class Counsel.

P. Net Settlement Amount

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Court-approved Class Counsel Award, Enhancement Award, PAGA Penalty Amount, and Settlement Administrator Costs from the Total Settlement Amount. The anticipated Net Settlement Amount is approximately \$666,250.00. The Parties estimate the amount of the Net Settlement Amount as follows:

Total Settlement Amount:	\$ 1,725,000.00
Enhancement Award:	\$ 10,000.00
Class Counsel Fees:	\$ 603,750.00
Class Counsel Costs:	\$ 30,000.00
PAGA Penalty Amount	\$ 400,000.00
Settlement Administrator Costs:	\$ 10,000.00
Anticipated Net Settlement Amount	\$ 671,250.00

This is a non-reversionary Settlement in which Defendant is required to pay the entire Total Settlement Amount, which includes, the Class Counsel Award, Enhancement Award, Individual

1 Settlement Payments, PAGA Penalty Amount, and Settlement Administrator Costs. No portion of
2 the Total Settlement Amount will revert to Defendant.

3 Defendant's share of payroll taxes due on the portion of the Individual Settlement Payments
4 allocated to wages shall be paid separately from, and in addition to, the Total Settlement Amount.

5 **Q. Individual Settlement Payments Calculations**

6 Individual Settlement Payments will be calculated and apportioned from the Net Settlement
7 Amount based on the Class Members' number of Workweeks, as follows:

8 a. After preliminary approval of the Settlement, the Settlement Administrator
9 will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the
10 "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the
11 Estimated Workweek Value to yield hers, his, or their estimated Individual Settlement Payment that
12 she, he, or they may be eligible to receive under the Class Settlement.

13 b. After final approval of the Settlement, the Settlement Administrator will
14 divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield
15 the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks
16 by the Final Workweek Value to yield hers, his, or their estimated Individual Settlement Payment.

17 **R. Treatment of Individual Settlement Payments**

18 Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each
19 Settlement Class Member's last known mailing address within fourteen (14) calendar days after the
20 Settlement Administrator receives the First Payment, as set forth in IV.O.1. All Individual
21 Settlement Payments will be allocated as follows: twenty percent (20%) as wages and eighty percent
22 (80%) as interest, penalties, and non-wage damages. The portion allocated to wages will be reported
23 on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be
24 reported on an IRS Form 1099 by the Settlement Administrator. The Settlement Administrator will
25 withhold the employee's share of taxes and withholdings with respect to the wages portion of the
26 Individual Settlement Payments, and issue checks to Settlement Class Members net of these taxes
27 and withholdings.

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1 **S. Individual PAGA Payments**

2 PAGA Group Members will be paid on a *pro rata* basis from the PAGA Penalty Amount
3 based on their number of Pay Periods as follows: The Settlement Administrator will divide the PAGA
4 Group Member Amount, i.e., 25% of the PAGA Penalty Amount, by the total number of Pay Periods
5 of all PAGA Group Members to yield the “PAGA Pay Period Value,” and multiply each PAGA
6 Group Member’s individual Pay Periods by the PAGA Pay Period Value to yield hers, his, or their
7 Individual PAGA Payment. Individual PAGA Payments shall be mailed by regular First-Class U.S.
8 Mail to each PAGA Group Member’s last known mailing address within fourteen (14) calendar days
9 after the Settlement Administrator receives the First Payment, as set forth in IV.O.1. All Individual
10 PAGA Payments will be allocated as one hundred percent (100%) non-wages for which an IRS Form
11 1099 will be issued (if applicable).

12 **T. Settlement Checks**

13 The Settlement Administrator will be responsible for undertaking appropriate deductions,
14 required tax reporting, and issuing the Individual Class Settlement Payments by way of check to the
15 Settlement Class Members and Individual PAGA Payments by way of check to the PAGA Group
16 Members in accordance with the Settlement Agreement. When issuing payments, the Settlement
17 Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into
18 one check is the intended recipient for both payments is one individual. Each Individual Settlement
19 Payment, and Individual PAGA Payment will be valid and negotiable for one hundred and eighty
20 (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. All funds
21 associated with such cancelled checks will be distributed by the Settlement Administrator, in
22 accordance with California Code of Civil Procedure section 384, to Mental Health America of
23 California (<https://www.mhac.org>), after the Court enters an order approving the Parties’ stipulation
24 to amend the Final Approval Order and Judgment. The Parties and their counsel each represent that
25 they do not have a financial interest in or otherwise have a relationship with Mental Health America
26 of California that creates or could create a conflict of interest. The Settlement Administrator shall
27 undertake amended and/or supplemental tax filings and reporting, required under applicable local,
28 state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement

1 Payment and/or Individual PAGA Payment checks. Settlement Class Members and/or PAGA Group
2 Members whose Individual Settlement Payment and/or Individual PAGA Payment checks are
3 cancelled shall, nevertheless, be bound by the Settlement Agreement.

4 **U. Enhancement Award**

5 Plaintiff will request that the Court approve an Enhancement Award in an amount up to Ten
6 Thousand Dollars and Zero Cents (\$10,000.00). The Enhancement Award shall be paid to Plaintiff
7 from the Total Settlement Amount within fourteen (14) calendar days after the Settlement
8 Administrator receives the First Payment, as set forth in Paragraph IV.O.1. The Settlement
9 Administrator shall issue an IRS Form 1099 to Plaintiff for her respective Enhancement Award.
10 Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her
11 Enhancement Award and shall hold harmless Defendant and Class Counsel from any claim or
12 liability for taxes, penalties, or interest arising as a result of the Enhancement Award. The
13 Enhancement Award shall be in addition to the Plaintiff's Individual Settlement Payment and/or
14 Individual PAGA Payment. Any amount requested by Plaintiff for the Enhancement Award and not
15 granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement
16 California Class Members as provided in this Agreement.

17 **V. Class Counsel Award**

18 Class Counsel will request that the Court approves attorneys' fees in the amount of up to
19 thirty-five percent (35%) of the Total Settlement Amount (i.e., \$603,750.00) and reimbursement of
20 litigation costs and expenses associated with Class Counsel's prosecution of the Actions in an amount
21 not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), both of which will be paid from
22 the Total Settlement Amount. In the event that the Court reduces or does not approve the requested
23 Class Counsel Award, Class Counsel shall not have the right to revoke the Settlement and it will
24 remain binding. The Court-approved Class Counsel Award shall be payable to Class Counsel within
25 fourteen (14) calendar days after the Settlement Administrator receives the Second Payment, as set
26 forth in Paragraph IV.O.1. Class Counsel shall be solely and legally responsible for paying all
27 applicable taxes on the payment made pursuant to this Paragraph. The Settlement Administrator
28 shall issue an IRS Form 1099 to Class Counsel for the Class Counsel Award. With respect to the

1 Class Counsel Award, the Settlement Administrator may purchase an annuity to utilize the United
2 States Treasuries and bonds or utilize other attorney fee deferral vehicles, for Class Counsel, and any
3 additional expenses for doing so shall be paid separately by Class Counsel and shall not be included
4 within the Settlement Administrator Costs. This Settlement is not contingent upon the Court
5 awarding Class Counsel any particular amount in attorneys' fees and costs. Any amount requested
6 by Class Counsel for the Class Counsel Award and not granted by the Court shall return to the Net
7 Settlement Amount and be distributed to Settlement Class Members as provided in this Agreement.

8 **W. Settlement Administrator Costs**

9 The Parties agree to allocate up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) of
10 the Total Settlement Amount for Settlement Administrator Costs. The Settlement Administrator
11 shall have the authority and obligation to make payments, credits, and disbursements to Settlement
12 Class Members and PAGA Group Members in the manner set forth herein, calculated in accordance
13 with the methodology set out in this Agreement and orders of the Court. The Parties agree to
14 cooperate in the Settlement administration process and to make all reasonable efforts to control and
15 minimize the cost and expenses incurred in administration of the Settlement. The Settlement
16 Administrator shall pay the Court-approved Settlement Administrator Costs to itself within fourteen
17 (14) calendar days after the Settlement Administrator receives the First Payment, as set forth in
18 Paragraph IV.O.1. Any amount requested for the Settlement Administrator Costs and not granted
19 by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class
20 Members as provided in this Agreement.

21 **X. Responsibilities of the Settlement Administrator**

22 The Settlement Administrator shall be responsible for the following: processing and mailing
23 payments to Plaintiff, Class Counsel, Settlement Class Members, and PAGA Group Members;
24 printing, and mailing Class Notices and tax forms to the Class Members and PAGA Group Members
25 as directed by the Court; receiving and reporting the Requests for Exclusion, Notices of Objection,
26 and Workweeks Disputes; providing declaration(s) as necessary in support of preliminary and/or
27 final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders
28 the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely

apprised of the performance of all Settlement Administrator responsibilities. Plaintiff, Class Counsel, Defendant, and Defendant's counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments.

Y. PAGA Penalty Amount

Subject to approval by the Court, the Parties agree that the amount of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) from the Total Settlement Amount will be allocated as penalties under the California Labor Code Private Attorneys General Act of 2004 (i.e., PAGA Penalty Amount"), of which seventy-five percent (75%), or \$300,00.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$100,000.00, will be distributed to PAGA Group Members (i.e., PAGA Group Member Amount) on a *pro rata* basis, based on their Pay Periods during the PAGA Period (i.e., Individual PAGA Payment).

Z. Final Approval Hearing and Entry of Final Judgment

Upon expiration of the Response Deadline, with the Court's permission, the Final Approval Hearing shall be conducted to determine final approval of the Settlement along with the amounts properly payable for the: (i) Class Counsel Award; (ii) Enhancement Award; (iii) Settlement Administrator Costs; (iv) Individual Settlement Payments; and (v) PAGA Penalty Amount.

AA. Final Approval Order

Plaintiff will request that the Court enter, after the Final Approval Hearing, a Final Approval Order, jointly agreed to by the Parties, which will provide for, in substantial part, the following:

- g. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- h. Certification of the Class;
- i. Approval of the application for the Class Counsel Award to Class Counsel;
- j. Approval of the application for the Enhancement Award to Plaintiff;
- k. Directing Defendant to fund the Payments set forth in Paragraph IV.O.1 under this Agreement and ordered by the Court; and
- l. Entering judgment in the Action, while maintaining continuing jurisdiction.

1 **BB. Nullification of Settlement Agreement**

2 In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies
3 final approval of the Settlement; (iii) the Court refuses to enter a Final Judgment as provided herein;
4 or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall
5 be null and void and any order or judgement entered by the Court in furtherance of this Settlement
6 shall be treated as void from the beginning.

7 **CC. Escalator Clause**

8 Defendant represents that there are 131,000 Workweeks during the period from February 26,
9 2017 to April 3, 2023. Should the qualifying Workweeks increase beyond 10% during the
10 aforementioned period (i.e., more than 144,100 Workweeks), Defendant shall have the option of: (1)
11 increasing the Net Settlement Amount on a *pro-rata* basis equal to the percentage increase in the
12 number of workweeks worked by the Class Members above ten percent (10%), meaning Defendant
13 will increase the Net Settlement Amount by the percentage amount above ten percent (10%) (e.g., if
14 the number of workweeks increases by 11% to 145,410 workweeks, the Net Settlement Amount will
15 increase by one percent (1%)); or (2) adjusting the end date of the Class Period so that it includes no
16 more than 144,100 workweeks.

17 **DD. No Effect on Employee Benefits**

18 Amounts paid to Plaintiff, Settlement Class Members, and PAGA Group Members pursuant
19 to this Agreement shall not be deemed pensionable earnings and shall not have any effect on the
20 eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement
21 plans, etc.) of Plaintiff, Settlement Class Members, and PAGA Group Members.

22 **EE. No Admission by Defendant**

23 Defendant denies any and all claims alleged in the Actions and denies all wrongdoing
24 whatsoever. This Agreement is not a concession or admission and shall not be used against
25 Defendant as an admission or indication with respect to any claim of any fault, concession, or
26 omission by Defendant.

27 ///

28 ///

1 **FF. Exhibits and Headings**

2 The terms of this Agreement include the terms set forth in any attached exhibits, which are
3 incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are
4 an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this
5 Agreement are inserted for convenience of reference only and do not constitute a part of this
6 Agreement.

7 **GG. Interim Stay of Proceedings**

8 The Parties agree to stay all proceedings in the Action, except such proceedings necessary to
9 implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the
10 Court.

11 **HH. Amendment or Modification**

12 This Agreement may be amended or modified only by a written instrument signed by counsel
13 for all Parties or their successors-in-interest.

14 **II. Entire Agreement**

15 This Agreement and any attached exhibits constitute the entire Agreement among the Parties,
16 and no oral or written representations, warranties, or inducements have been made to any Party
17 concerning this Agreement or its exhibits other than the representations, warranties, and covenants
18 contained and memorialized in the Agreement and its exhibits. The Parties are entering into this
19 Agreement based solely on the representations and warranties herein and not based on any promises,
20 representation, and/or warranties not found herein.

21 **JJ. Authorization to Enter into Settlement Agreement**

22 Counsel for all Parties warrant and represent they are expressly authorized by the Parties
23 whom they represent to negotiate this Agreement and to take all appropriate actions required or
24 permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
25 execute any other documents required to effectuate the terms of this Agreement. The Parties and
26 their counsel will cooperate with each other and use their best efforts to affect the implementation of
27 the Settlement. In the event the Parties are unable to reach agreement on the form or content of any
28 document needed to implement the Settlement, or on any supplemental provisions that may become

1 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
2 or mediator to resolve such disagreement. The persons signing this Agreement on behalf of
3 Defendant represent and warrant that they are authorized to sign this Agreement on behalf of
4 Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement and that
5 she does have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

6 **KK. Binding on Successors and Assigns**

7 This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns
8 of the Parties hereto, as previously defined.

9 **LL. California Law Governs**

10 All terms of this Agreement and the exhibits hereto shall be governed by and interpreted
11 according to the laws of the State of California.

12 **MM. Counterparts**

13 This Agreement may be executed in one or more counterparts. All executed counterparts and
14 each of them shall be deemed to be one and the same instrument.

15 **NN. Jurisdiction of the Court**

16 The Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
17 implementation, and enforcement of the terms of this Agreement and all orders and judgments
18 entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of
19 the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this
20 Agreement and all orders and judgments entered in connection therewith.

21 **OO. Invalidity of Any Provision**

22 Before declaring any provision of this Agreement invalid, the Court shall first attempt to
23 construe the provisions valid to the fullest extent possible consistent with applicable precedents so
24 as to define all provisions of this Agreement valid and enforceable.

25 **PP. Publicity**

26 Plaintiff and Class Counsel agree not to disclose or publicize this Settlement, including the
27 fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any
28 manner or form, directly or indirectly, to any person or entity, except potential Class Members and

as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this Paragraph means Plaintiff and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in the Actions and the venues/case numbers of the Actions (but not any other settlement details) for such purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

QQ. No Unalleged Claims

Plaintiff and Class Counsel represent that they, as of the date of execution of this Settlement, do not currently represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant. Nothing in this Paragraph will be construed as a restraint on the right of any counsel to practice.

RR. Notice of Settlement to LWDA.

Plaintiff will submit this Agreement to the LWDA as required by Labor Code § 2699(1)(2) at the same time that it is submitted to the Court for preliminary approval.

WHEREFORE, the Parties have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: _____

Plaintiff Sinora Freeland

By: _____

Dated: _____

Defendant Momentum for Mental Health

as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this Paragraph means Plaintiff and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in the Actions and the venues/case numbers of the Actions (but not any other settlement details) for such purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

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RR. Notice of Settlement to LWDA.

Plaintiff will submit this Agreement to the LWDA as required by Labor Code § 2699(1)(2) at the same time that it is submitted to the Court for preliminary approval.

WHEREFORE, the Parties have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: 09/17/2024

Plaintiff Sinora Freeland

By:  Electronically Signed 2024-09-18 02:31:38 UTC - 174.194.198.68
Nitex AssureSign® 588cce45-3739-4400-b962-b1ea01240f5c

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Defendant Momentum for Mental Health

Dated: _____

By: _____

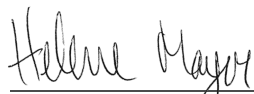
Name: _____

Title: _____

APPROVED AS TO FORM:

Dated: September 20, 2024

LAWYERS *for* JUSTICE, PC

By: 
Arby Aiwarzian
Joanna Ghosh
Helene Mayer
Attorneys for Plaintiff
Sinora Freeland

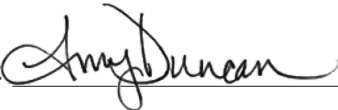
Dated: _____

LITTLER MENDELSON, P.C.

By: _____
Marlene S. Muraco
Attorneys for Defendant
Momentum For Mental Health

1 Dated: September 3, 2024

Defendant Momentum for Mental Health

2 By: 

3 Name: Amy Duncan

4 Title: General Counsel

5
6 **APPROVED AS TO FORM:**

7 Dated: _____

LAWYERS *for* JUSTICE, PC

8
9 By: _____
Arby Aiwarzian
Joanna Ghosh
Helene Mayer
10 *Attorneys for* Plaintiff
11 Sinora Freeland

12 Dated: September 4, 2024

LITTLER MENDELSON, P.C.

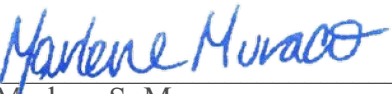
13
14 By: 
Marlene S. Muraco
15 *Attorneys for* Defendant
16 Momentum For Mental Health

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 compliant 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 foregoing.

“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.**