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Superior Court of California
County of Los Angeles

APR 26 2022

Sherri R. Carter, Executive Officer/Clerk of Court
By: Roxanne Arraiga, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

FRANCISCO CALDERON, as an) Case No.: 20STCV03799
individual and on behalf of all)
others similarly situated,)
Plaintiff,)
vs.) JUDGMENT
SMILEDIRECTCLUB, LLC, A)
TENNESSEE LIMITED LIABILITY)
COMPANY; JEFFREY SULITZER,)
D.M.D., PROFESSIONAL)
CORPORATION, A CALIFORNIA)
CORPORATION,)
Defendants.)

The Court finds as follows:

A. The Court granted preliminary approval of the Amended Settlement Agreement and Release ("Settlement Agreement") and certified a provisional settlement class on August 2, 2021.

1 B. The Court granted final approval of the Settlement
2 Agreement on April 20, 2022, certified the settlement class with
3 no opt-outs, and found that the Settlement Agreement was fair,
4 adequate and reasonable.

5 C. The Court defined the following:

6 "Settlement Class": All current and former non-exempt,
7 hourly, employees of Defendants SmileDirectClub, LLC, and
8 Jeffrey Sulitzer, D.M.D., Professional Corporation who worked in
9 California at any time from November 8, 2017 through the date of
10 preliminary approval. (§1)

11 "Class Period": November 8, 2017 through the date of
12 preliminary approval. (§1)

13 "PAGA Employees": All current and former non-exempt,
14 hourly, employees of Defendants SmileDirectClub, LLC, and
15 Jeffrey Sulitzer, D.M.D., Professional Corporation who worked in
16 California at any time from January 30, 2019 through the date of
17 preliminary approval. (§2)

18 "PAGA Period": January 30, 2019 through the date of
19 preliminary approval. (§2)

20 IT IS ORDERED, ADJUDGED AND DECREED as follows:

21 1. Plaintiff Francisco Calderon, as an individual and on
22 behalf of all others similarly situated, shall take from
23 Defendants SmileDirectClub, LLC, A Tennessee Limited Liability
24 Company; Jeffrey Sulitzer, D.M.D., Professional Corporation, A
25

1 California Corporation, as set forth in the Parties' Settlement
2 Agreement and the Court's Approval Order entered on April 20,
3 2022.

4 2. Defendants must pay Plaintiffs the Gross Settlement
5 Amount of \$650,000. The Net Settlement Amount ("Net")
6 (\$363,583.34) is the GSA minus the following:

7 a. \$216,666.66 for attorney fees to Class Counsel,
8 46.5% to Haines Law Group, APC, 31% to Lidman Law, APC, and
9 22.5% to Mitchell Law Corporation, APC;

10 b. \$23,296.16 for litigation costs to Class Counsel;

11 c. \$5,000 for a service award to the class
12 representative, Francisco Calderon;

13 d. \$7,250 for settlement administration costs to
14 Phoenix Settlement Administrators; and

15 e. \$22,500 (75% of \$30,000 PAGA penalty) to the
16 LWDA.

17 3. In addition to the GSA, Defendant must pay the
18 employer share of payroll taxes due and payable on Class
19 Settlement.
20

21 4. Plaintiff and every member of the Settlement Class
22 (except those who timely and properly submit a Request for
23 Exclusion as set forth below) ("Settlement Class Member" or
24 "Class Members") will fully and forever completely release and
25 forever discharge Defendants SmileDirectClub, LLC, and Jeffrey

1 Sulitzer, D.M.D., Professional Corporation, and all of their
2 past and present officers, directors, shareholders, managers,
3 employees, agents, principals, heirs, representatives,
4 accountants, auditors, consultants, attorneys, and their
5 respective successors and predecessors in interest,
6 subsidiaries, affiliates, parents and attorneys, (collectively
7 the "Released Parties"), as follows: (§4)

8 Settlement Class Members' Release: Settlement Class Members
9 and Plaintiff will release and forever discharge all claims,
10 demands, rights, liabilities and causes of action that were pled
11 in, or arising out of facts asserted in, the operative Second
12 Amended Complaint that arose during the Class Period with
13 respect to the following claims: (a) failure to pay all overtime
14 wages owed; (b) failure to pay minimum wages owed; (c) failure
15 to provide meal periods, or premium pay for non-compliant meal
16 periods; (d) failure to authorize and permit rest periods, or
17 premium pay for non-compliant rest periods; (e) failure to issue
18 accurate, itemized wage statements; (f) failure to pay all wages
19 due upon separation of employment; and (g) all claims for unfair
20 business practices that could have been premised on the facts,
21 claims, causes of action or legal theories described above
22 (collectively, "Released Claims"). Except as provided for under
23 the Settlement Agreement, Class Members (who do not submit a
24 timely Request for Exclusion) will not be eligible to receive or
25

1 receive any additional wages or penalty payments based on the
2 Released Claims from Defendants. (§4.A)

3 The time period for the release of the Released Claims
4 against the Released Parties shall be the same time period as
5 the Class Period. (§4.B)

6 PAGA Release: PAGA Employees, including Plaintiff, will
7 release and forever discharge all claims, demands, rights,
8 liabilities and causes of action under the California Labor Code
9 Private Attorneys General Act of 2004 against the Released
10 Parties based on (as alleged in the letters to the Labor &
11 Workforce Development Agency ("LWDA") January 30, 2020 and
12 December 9, 2020): the (a) failure to pay all overtime wages
13 owed; (b) failure to pay minimum wages owed; (c) failure to
14 provide meal periods, or premium pay for non-compliant meal
15 periods; (d) failure to authorize and permit rest periods, or
16 premium pay for non-compliant rest periods; (e) failure to issue
17 accurate, itemized wage statements; and (f) failure to pay all
18 wages due upon separation of employment that occurred during the
19 PAGA Period (collectively, "PAGA Released Claim"). The PAGA
20 Period and the time period of the PAGA Released Claims is
21 defined as the time period January 30, 2019 through [the date
22 the Court enters the order granting preliminary approval] ("PAGA
23 Period"). (§4.C)
24
25

1 Class Members who submit a Request for Exclusion will still
2 receive a proportionate share of the PAGA Payment regardless of
3 whether they exclude themselves from the Settlement if they are
4 PAGA Employees. (Notice pg. 4)

5 The releases identified herein shall become effective on
6 the date on which Defendants fully fund the Settlement
7 ("Effective Date of the Release"). Upon the Effective Date of
8 the Release, all Class Members shall be deemed to have, and by
9 operation of Judgment shall have, released, waived and
10 relinquished the Released Claims. (§4.D) The releases identified
11 herein shall be null and void if the Settlement is not fully
12 funded. (§4.H)

14 The Parties acknowledge that under the release, the right
15 of the LWDA to investigate the released PAGA claims is not
16 released, but Released Claims do include any claims for
17 penalties by a Class Member as a result of any such LWDA
18 investigation, and Class Members are waiving their right to act
19 as a private attorney general as to the Released Claims. (§4.E)

20 Named Plaintiff, Francisco Calderon, will additionally
21 provide a general release and \$1542 waiver. (§§ 4.F, 4.G)

22 5. All uncashed settlement checks, plus interest, must be
23 delivered to the California State Controller's Unclaimed
24 Property Division in the name of the Class Member/Aggrieved
25 Employee who did not cash his or her check.

6. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains jurisdiction over the parties with respect to enforcement of this Judgment under California Code of Civil Procedure Section 664.6.

CLERK TO GIVE WRITTEN NOTICE.

DATED: April 26, 2022

YVETTE M. PALAZUELOS

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JUDGE OF THE SUPERIOR COURT