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on behalf of themselves and others similarly situated and aggrieved

[Additional Plaintiffs' Counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

MARLENE ESTELA; JEANINE DANIELS;
AND LINDA WILLIAMS, individuals, on
behalf of themselves and others similarly
situated,

Plaintiffs,

vs.

PACIFIC DENTAL SERVICES, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2020-00010251-CU-OE-NC
(Consolidated with Orange County Case No.
30-2020-01140863-CU-OE-CXC)

CLASS ACTION

Assigned for All Purposes To:
Hon. Robert P Dahlquist
Dept.: N-29

**~~[PROPOSED]~~ AMENDED ORDER
GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL OF
STIPULATION OF SETTLEMENT OF
CLASS, COLLECTIVE, AND
REPRESENTATIVE ACTION**

Date: August 26, 2022
Time: 2:30 p.m.
Department N-29

Original Complaint Filed: February 24, 2020
First Amended Complaint: May 26, 2020
Second Amended Complaint: February 7, 2022

1 *[additional Plaintiffs' counsel listing]*

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JEANINE DANIELS; LINDA WILLIAMS; and TIFFANIE LE
11 on behalf of themselves and others similarly situated

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ORDER

On **August 26, 2022** at 2:30 p.m. in Department N-29 of the San Diego County Superior Court located at 325 South Melrose Drive, Vista, California 92081, the unopposed Motion by Plaintiffs Marlene Estela, Jeanine Daniels, Linda Williams, and Tiffanie Le (“Plaintiffs”), individually and on behalf of all others similarly situated and allegedly aggrieved employees of Defendant Pacific Dental Services, LLC (“Defendant”) (with Plaintiffs, “the parties”), for final approval of the parties’ Stipulation and Settlement of Class, Collective, and Representative Action (“Settlement Agreement”), came before the Court for hearing. The motion followed successful completion of settlement administration following entry of the Court’s Order granting preliminary approval to the Settlement on June 15, 2022 (ROA# 53). A copy of the Settlement Agreement was attached to the Declaration of Class Counsel in support of final approval. (Yeremian Decl., Settlement, Exhibit A). Full and adequate notice having been given to the Class as required in the Court’s Order Granting Preliminary Approval, and the Court having considered all papers filed and proceedings held herein and with good cause appearing:

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. This Order incorporates by reference the definitions in the Settlement, and all terms used, but not defined herein, shall have the same meanings as in the Settlement.
2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Class Members.
3. The Motion for final approval of the parties’ Settlement for a Gross Settlement Amount of \$1,500,000.00 is granted. The Court approves the Settlement as fair, reasonable and adequate. The Court makes the following awards and approves the following payments:
 - (a) \$500,000.00 in attorneys’ fees and \$11,520.35 in costs incurred to Class Counsel (out of \$15,000 allocated);
 - (b) \$10,000.00 as Representative Enhancement and Service Award payments to Plaintiffs Marlene Estela, Jeannie Daniels, Linda Williams, and Tiffanie Le as Class Representatives; and
 - (c) \$42,500.00 in costs to the settlement administrator, ILYM Group, Inc.

1 4. In accordance with the Settlement Agreement and the terms set forth in this order,
2 this Order shall not be deemed a judgment in favor of Class members or any them and shall not
3 constitute an obligation for direct compensation of any one or any number of the Class members,
4 but rather it simply approves and undertakes to monitor the final administration of the settlement
5 between the parties as set forth in the Settlement Agreement. Except for the payments due under
6 the terms of the Settlement Agreement, the parties are each to bear their own respective costs and
7 attorneys' fees. The Court approves the Settlement Agreement and Defendant and the Released
8 Parties are discharged from all Released Claims in accordance with the terms of the Settlement
9 Agreement.

10 5. The parties settled this matter following mediation with Jeffrey Krivis, Esq. on
11 January 4, 2021, where they entered into a Memorandum of Understanding. Class Counsel filed
12 their motion for preliminary approval on April 4, 2022. The Court issued a tentative ruling
13 granting the motion on June 2, 2022. After the parties submitted, the Court went final at the June
14 3, 2022 hearing. On June 15, 2022, the Court entered its Order granting preliminary approval.

15 6. In California, the notice to class members must have "a reasonable chance of
16 reaching a substantial percentage of the class members." *Wershba v. Apple Computer, Inc.* (2001)
17 91 Cal.App.4th 224, 251. Importantly, however, the plaintiff need not demonstrate that each
18 member of the class received notice. As long as the notice had a "reasonable chance" of reaching a
19 substantial percentage of class members, it should be found effective.

20 7. As reported in the initially filed Declaration from the Settlement Administrator,
21 Nicole Bench of ILYM Group, Inc., the Administrator received the class data file and listing from
22 Defendant's counsel on June 23, 2022. (*See* Declaration of Nicole Bench of ILYM Group, Inc. in
23 support of Final Approval ("Bench Decl."), at ¶ 5). The Administrator prepared the Class Notice
24 for mailing, and on July 1, 2022, the Class Notice was mailed to the 7,377 individual Class
25 members on the list. (*Id.* at ¶¶ 4-7; *see also* Exhibit A thereto for Amended Class Notice as
26 mailed). After consultation with defense counsel and the administrator, an additional Class
27 member was added and the final number of class members is 7,378. Of the 7,377 Class Members
28 who were sent the Class Notice and packet, 140 have ultimately been deemed undeliverable after

1 ILYM conducted its due diligence. (Bench Decl., at ¶¶ 7-10). No Class Members have objected to
2 the settlement, there are no disputes, and there is one request for exclusion, resulting in a 99.99%
3 participation rate with 7,377 participating Class Members out of the 7,378 Class members to
4 whom notice was mailed. (*Id.* at ¶¶ 10-14). In a supplemental declaration submitted on August 17,
5 2022 after the close of the Notice Period, the Settlement Administrator informed the Court that the
6 total number of individual Settlement Class Members increased from 7,378 to 7,380. As before,
7 no objectors remain and there is only one request for exclusion.

8 8. It is the duty of the Court, before finally approving the settlement, to conduct an
9 inquiry in the fairness of the proposed settlement. The trial court has broad discretion in
10 determining whether the settlement is fair. In exercising that discretion, it normally considers the
11 following factors: strength of the plaintiff's case; the risk, expense, complexity and likely duration
12 of further litigation; the risk of maintaining class action status through trial; amount offered in
13 settlement; extent of discovery completed and stage of the proceedings; experience and views of
14 counsel; presence of a governmental participant; and reaction of the class members to the
15 proposed class settlement. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801; *In Re*
16 *Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723. This list is not exclusive and the Court is
17 free to balance and weigh the factors depending on the circumstances of the case. *Wershba v.*
18 *Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-245.

19 9. The proponent bears the burden of proof to show the settlement is fair, adequate
20 and reasonable. *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th
21 1135, 1165-1166; *Wershba, supra*, 91 Cal.App.4th at 245. There is a presumption that a proposed
22 settlement is fair and reasonable when it is the result of arms'-length negotiations. 2 Herbert
23 Newburg & Albert Conte, *Newburg on Class Actions* §11.41 at 11-88 (3d ed. 1992); *Manual for*
24 *Complex Litigation* (Third) §30.42.

25 10. The Gross Settlement Fund of **\$1,500,000.00** represents a reasonable recovery for
26 the Class members. With no objectors and one exclusions, there is a 99.99% participation rate
27 with 7,377 participating Class Members out of the 7,378 Class members to whom notice was
28 mailed. (Bench Decl., ¶¶ 10-14). They will receive individual settlement payments averaging

1 \$120.29, with the estimated highest gross payment being \$421.73. (Bench Decl., ¶¶ 14, 16). The
2 Court finds these to be within the range of reasonableness deserving of approval.

3 11. Had this case not settled, there would have been additional risks and expenses
4 associated with continuing to litigate. Procedural hurdles (e.g., motion practice and appeals) are
5 also likely to prolong the litigation as well as any recovery by the class members.

6 12. There is always a risk of decertification. *Weinstat v. Dentsply Intern., Inc.* (2010)
7 180 Cal.App.4th 1213, 1226 (“Our Supreme Court has recognized that trial courts should retain
8 some flexibility in conducting class actions, which means, under suitable circumstances,
9 entertaining successive motions on certification if the court subsequently discovers that the
10 propriety of a class action is not appropriate.”)

11 13. As part of the Court’s analysis of this factor, the Court should take into
12 consideration the admonition in *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116,
13 133. In *Kullar*, objectors to a class settlement argued the trial court erred in finding the terms of
14 the settlement to be fair, reasonable, and adequate without any evidence of the amount to which
15 class members would be entitled if they prevailed in the litigation, and without any basis to
16 evaluate the reasonableness of the agreed recovery. The Court of Appeal agreed with the objectors
17 that the trial court bore the ultimate responsibility to ensure the reasonableness of the settlement
18 terms. Although many factors had to be considered in making that determination, and a trial court
19 was not required to decide the ultimate merits of class members’ claims before approving a
20 proposed settlement, an informed evaluation could not be made without an understanding of the
21 amount in controversy and the realistic range of outcomes of the litigation.

22 14. Defendant has agreed to settle for the non-reversionary amount of **\$1,500,000.00**,
23 with no additional sums being due from Defendant for damages or penalties of any type, taxes,
24 costs, attorneys’ fees, contributions, reimbursements or for any other reason. The employer’s share
25 of payroll taxes will be paid by Defendant separately from the Gross Settlement. Additionally, as
26 the allocated costs are up to \$15,000.00, and counsel has incurred **\$11,520.35** in litigation costs, an
27 additional amount of approximately **\$3,479.65** will remain in the Net Settlement Fund to slightly
28 increase the average payment to the participating Settlement Class Members accordingly.

1 15. Class Counsel conducted an investigation that included informal discovery,
2 reviewed time records, interviewed class members, reviewed Plaintiff's documents, and formed
3 damage models in consultation with an expert based on all of these. The parties also mediated this
4 case with Jeffrey Krivis, Esq., a respected mediator in wage and hour class actions. In connection
5 with mediation and through discussions with counsel for Defendant, Class Counsel also discussed
6 all aspects of the case, including the risks of litigation and the risks to both parties of proceeding
7 with a motion for class certification as well as the law relating to payment of wages and meal and
8 rest periods, as described in the supporting declarations from counsel.

9 16. Class Counsel has experience with wage and hour class litigation. (Yeremian
10 Declaration re: Preliminary Approval, ¶¶ 3-9; Lindsay Decl. re: Final Approval, ¶¶ 5-15; Haines
11 Decl.; Bakhour Decl.). Class Counsel is of the opinion that this settlement is in the best interest of
12 the class provides substantial benefit to class members.

13 17. The class reacted very positively with an 99.99% participation rate and no Class
14 Members objecting. No Class Members have outstanding disputes regarding their payments.
15 (Bench Decl., ¶¶ 10-14).

16 18. On balance, this is a fair settlement that satisfies the *Dunk* factors such that final
17 approval is warranted.

18 19. Class Counsel requested attorneys' fees of **\$500,000.00** to be allocated to Class
19 Counsel under the Settlement, without objection from Defendant. In common fund cases, the
20 Court may employ a percentage of the benefit method, and the percentage awarded can depend on
21 application of the requirements and as cross-checked against the lodestar, if necessary. *Laffitte v.*
22 *Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503.

23 20. Here, Class Counsel seeks fees pursuant to the percentage method, and supports
24 that claim by establishing they have incurred more attorneys' fees than are being requested, and no
25 multiplier is required under the lodestar cross-check. The determination of what constitutes an
26 appropriate percentage "is somewhat elastic and depends largely on the facts of a given case, but
27 certain factors are commonly considered. Specifically, the court may address the percentage likely
28 to have been negotiated between private parties in a similar case, percentages applied in other

1 class actions, the quality of class counsel, and the size of the award.” *In re Ikon Office Solutions,*
2 *Inc., Securities Litigation* (E.D. Pa. 2000) 194 F.R.D. 166, 193.

3 21. These factors favor the requested \$500,000.00 fee award. As for the first factor,
4 private contingency fee agreements are routinely 30% to 40% of the recovery. (*In re Ikon*, 194
5 F.R.D. at 194.) As for the second factor, “most fees appear to fall in the range of nineteen to forty-
6 five percent.” (*Id.*) As for the third factor, Class Counsel has experience in class actions, including
7 wage and hour cases. Most importantly, Class Counsel achieved good results for the class as
8 evidenced by the class members’ reaction to the settlement. As for the fourth factor, Class Counsel
9 negotiated a \$1,500,000.00 gross settlement. In this instance, applying the lodestar analysis results
10 in a 2.15 multiplier in cross-check. (Yeremian Decl., ¶¶ 19-25; Lindsay Decl., ¶¶ 3-4). At
11 Counsel’s hourly rates of \$750, \$725, \$700, and \$550 per hour, Counsel reports a total of 345.4
12 attorney hours to date and \$232,755.00 in attorney fees for the lodestar cross-check. The
13 requested fee award of \$500,000.00 therefore is more than the total fees counsel has dedicated to
14 this litigation to date, requiring a modest multiplier of 2.15. The lodestar cross-check counsels in
15 favor of approving the fees as requested.

16 22. Attorneys’ fees should be awarded as requested to compensate counsel for its
17 efforts and expense in arriving at a swift and efficient resolution of these class proceedings. The
18 hourly rates appear to be reasonable for attorneys with their respective years of experience, and the
19 hours spent are reasonable for this case. It appears that Class Counsel utilized skill in litigating this
20 case, and by all accounts, have good reputations in the legal community; at the very least, there is
21 no evidence before the Court to indicate that the attorneys have negative reputations in the legal
22 community. It also appears that Class Counsel spent appreciable time on the case, which time
23 could have been spent on other meritorious fee-generating cases. Because the fee request is based
24 on a reasonable percentage of the settlement fund and is supported by the lodestar calculation, and
25 because the Class was provided with notice of the fee request and did not object, the Court awards
26 Class Counsel fees in the amount requested.

27 23. Class Counsel requests costs of **\$11,520.35** out of the \$15,000.00 allocated under
28 the Settlement and preliminarily approved. (Yeremian Decl., ¶ 37 and Exhibit B thereto). These

costs appear reasonable and necessary to the conduct of the litigation. Further, as with the fee requests, the maximum cost request was disclosed to class members and deemed unobjectionable. For these reasons, the cost reimbursement request is granted in the amount of **\$11,520.35**. The remaining amount of \$3,479.65 to reach the \$15,000.00 allocation will be added back to the Net Settlement Fund by the Settlement Administrator to be distributed to the Settlement Class Members in accordance with the Settlement terms.

24. Settlement Administrator ILYM Group, Inc. requests administration costs of \$42,500.00. (Bench Decl., ¶ 17). Based upon the work performed and yet to be performed, and the fact that the class was provided notice of the requested claims administration expenses and none objected, the request for administration costs of **\$42,500.00** is granted.

25. The Court also finally approves the parties' allocation of \$20,000.00 to settle claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Pursuant to Labor Code § 2699(i), 75% of this amount, or \$15,000.00, shall be paid to the California Labor & Workforce Development agency and the remaining 25%, or \$5,000.00, shall remain in the Net Settlement Amount and will be paid to Class Members in the manner set forth in the Settlement Agreement.

26. Finally, Class Counsel seeks a class representative enhancement and service award payment of **\$10,000.00** each to the class representatives. The Court considers the following factors, among others, in determining whether to pay an incentive or enhancement award to a class representative: whether an incentive was necessary to induce the class representative to participate in the case; actions, if any, taken by the class representative to protect the interests of the class; the degree to which the class benefited from those actions; the amount of time and effort the class representative expended in pursuing the litigation; the risk to the class representative in commencing suit, both financial and otherwise; the notoriety and personal difficulties encountered by the class representative; the duration of the litigation; and the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. California Practice Guide, Civil Procedure Before Trial, ¶14:146.10 (The Rutter Group 2012) (citing *Clark v American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 804; *Bell v. Farmers Ins. Exch.* (2004) 115

1 Cal.App.4th 715, 726; *In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380,
2 1394; *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412.
3 Plaintiff provided a declaration in support of the motion for preliminary approval and the Court
4 preliminarily approved the requested enhancement. Plaintiffs provided Declarations in support of
5 approval and the award of their enhancement payments in support of preliminary approval at ROA
6 #42-44. (See Declarations of Marlene Estela (“Estela Decl.”), Linda Williams (“Williams Decl.”)
7 and Jeanine Daniels (“Daniels Decl.”) in support of Settlement Approval filed April 4, 2022).
8 Plaintiffs also provided estimates of the hours they have invested in this litigation. (Daniels Decl.,
9 ¶ 11 (41 hours); Estela Decl., ¶ 11 (38 hours); Williams Decl., ¶ 11 (45 hours)).

10 27. Plaintiffs freely chose to champion the rights of the class and accepted the risks
11 associated with acting as a class representative, and the Court preliminarily approved the requested
12 award. Therefore, the Court grants Representative Enhancement Payments in the amount of
13 \$10,000.00 to each Class Representative, as Plaintiffs spent significant time on this litigation to
14 achieve an excellent result for the Settlement Class, and Plaintiffs’ actions benefitted the class.
15 Plaintiffs also accepted the risks and notoriety that are associated with acting as a class
16 representative and are agreeing to a general release broader than that of the Settlement Class.

17 28. All Parties, including each and all Participating Class Members, are bound by this
18 Final Approval Order and by the Settlement Agreement. All Participating Class Members shall be
19 deemed to have entered into the Settlement and the releases provided therein. Defendant and the
20 Released Parties shall have no obligation to pay any sums in excess of the \$1,500,000.00 Gross
21 Settlement Fund except as set forth in the Settlement Agreement. Other than as expressly provided
22 in the Settlement Agreement, Defendant and the Released Parties shall have no obligation after
23 entry of judgment to pay any sum to any person, whether for costs, attorneys’ fees, damages or
24 penalties of any type, taxes, class member reimbursement or contribution, or otherwise, as a result
25 of entry of judgment.

26 29. The Court previously conditionally certified this action as a class action for
27 Settlement purposes under California Code of Civil Procedure § 382. The Class is defined as:
28 “All current and former non-exempt employees employed by Defendant in the State of California

1 during the stipulated Class Period,” and the Class Period is February 24, 2016 through and
2 including the date of January 31, 2022. (Yeremian Decl., Exhibit A, Settlement, ¶¶ I.H., I.I.).
3 Similarly, the PAGA Members are defined as: “All current and former non-exempt employees
4 employed by Defendant in the State of California during the period of February 24, 2019 through
5 and including the date of Preliminary Approval. (*Id.* at Settlement, ¶ I.U.). There are 7,377
6 participating Settlement Class members given none objected and one requested exclusion. (Bench
7 Decl., ¶¶ 10-14).

8 30. The certified Class for settlement purposes continues to meet all the requirements
9 of California Code of Civil Procedure section 382, as already found, and for the reasons set forth
10 in the Court’s Preliminary Approval Order and tentative rulings.

11 31. Plaintiffs Marlene Estela, Jeannie Daniels, Linda Williams, and Tiffanie Le are the
12 Court-appointed Class Representatives for the Class.

13 32. David Yeremian and Alvin B. Lindsay of David Yeremian & Associates, Inc., and
14 Walter Haines of United Employees Law Group, PC and Joshua S. Falakassa of Falakassa Law,
15 P.C., and Mehrdad Bokhour of Bokhour Law Group, P.C. are the Court-appointed Class Counsel.

16 33. As of the date of this Order, Plaintiff and the Settlement Class Members shall be
17 and hereby are deemed to have released the Defendant and the Released Parties of and from all of
18 the Released Claims. As of the date of this Order, Plaintiff and Participating Class members, and
19 all persons and entities acting on behalf of, through or in concert with them, shall be and hereby
20 are permanently enjoined and restrained from and against filing, initiating, pursuing or continuing
21 to prosecute any actions, claims, complaints with respect to any of the Released Claims, as more
22 fully set forth in the Settlement Agreement, which is incorporated herein by this reference as
23 though set forth in full and made a part hereof.

24 34. Without affecting the finality of this Order in any way, this Court hereby retains
25 continuing jurisdiction over: (a) implementation of the Settlement and any award or distribution of
26 the Net Settlement Fund, including interest earned thereon; (b) disposition of the Net Settlement
27 Fund; (c) hearing and determining applications for attorney fees and expenses in the Action; and
28 (d) all parties hereto for the purpose of construing, enforcing, and administering the Settlement

1 Agreement and the Settlement therein.

2 35. There is no reason for delay in the entry of judgment approving the Class
3 Settlement and immediate entry by the Clerk of the Court is expressly directed.

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5 **IT IS SO ORDERED.**

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7 Dated: August 26, 2022

Robert P. Dahlquist

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Hon. Robert P Dahlquist
Judge of the Superior Court

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 2540 Foothill Blvd., Suite 201 La Crescenta, CA 91214.

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[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

Executed on August 25, 2022, at La Crescenta, California.

Natalia Bermudes
Natalia Bermudes

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 325 S Melrose Drive MAILING ADDRESS: 325 S Melrose Drive CITY AND ZIP CODE: Vista CA 92081-6695 BRANCH NAME: North County	FOR COURT USE ONLY
Short Title: Marlene Estela vs PACIFIC DENTAL SERVICES LLC [IMAGED]	
NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 37-2020-00010251-CU-OE-NC

San Diego Superior Court has reviewed the electronic filing described below. The fee assessed for processing and the filing status of each submitted document are also shown below.

Electronic Filing Summary Data

Electronically Submitted By: Walter Haines
 On Behalf of: Linda Williams, Jeannie Daniels, Marlene Estela, Tiffanie Le
 Transaction Number: 21427147
 Court Received Date: 08/25/2022

 Filed Date: 08/26/2022
 Filed Time: 02:39 PM

 Fee Amount Assessed: \$0.00
 Case Number: 37-2020-00010251-CU-OE-NC
 Case Title: Marlene Estela vs PACIFIC DENTAL SERVICES LLC [IMAGED]
 Location: North County
 Case Type: Other employment
 Case Category: Civil - Unlimited
 Jurisdictional Amount: > 25000

Status

Accepted

Documents Electronically Filed/Received

Order - Other
 (AMENDED ORDER - GRANTED)

Comments

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: OneLegal
 Email: support@onelegal.com
 Contact Person: Customer Support
 Phone: (800) 938-8815