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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

MARLENE ESTELA; JEANNIE 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)

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

**STIPULATION AND SETTLEMENT OF
CLASS, COLLECTIVE, AND
REPRESENTATIVE ACTION**

Complaint Filed: February 24, 2020
FAC Filed: May 26, 2020
SAC Filed: February 7, 2022
Trial Date: None set.

1 Subject to final approval by the Court, which counsel and the Parties agree to
2 pursue diligently and recommend in good faith, Plaintiffs Marlene Estela (“Estela”), Jeannie
3 Daniels (“Daniels”), Linda Williams (“Williams”), and Tiffanie Le (“Le”) (collectively,
4 “Plaintiffs”), individually and on behalf of all others similarly situated and allegedly aggrieved
5 employees, on the one hand, and Defendant Pacific Dental Services, LLC (“Defendant”), on the
6 other hand (collectively, the “Parties” and individually, a “Party”), hereby agree to the following
7 binding settlement of the class, collective, and representative actions asserted in Marlene Estela, et
8 al. v. Pacific Dental Services, LLC, San Diego County Superior Court Case No. 37-2020-
9 00010251-CU-OE-NC (the “Action”), pursuant to the terms and conditions set forth herein (the
10 “Settlement,” “Settlement Agreement,” or “Agreement”). Upon the Effective Date, and the
11 payment by Defendant of all monies due under the Agreement, Plaintiffs shall file a Satisfaction of
12 Judgment with the Court.

13
14 **I. Definitions.**

15 The following definitions are applicable to this Settlement Agreement. Definitions
16 contained elsewhere in this Settlement Agreement will also be effective.

17 **A. “Action.”**

18 The civil action entitled Marlene Estela, et al. v. Pacific Dental Services, LLC, San
19 Diego County Superior Court Case No. 37-2020-00010251-CU-OE-NC, as amended.

20 **B. “Amended Complaint.”**

21 The Second Amended Consolidated Class Action Complaint entered in this action
22 on February 7, 2022 broadened the proposed class and group of allegedly aggrieved employees to
23 include all non-exempt employees working for Defendant in California during the statutory
24 period. It also added causes of action under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*
25 (“FLSA”) to the extent that the FLSA overlaps with the Class Released Claims, and any and all
26 other claims/causes of action encompassed by the Class Released Claims and/or Plaintiffs’
27 Released Claims. The operative Second Amended Complaint also added Tiffanie Le as a named
28 plaintiff/class representative, and added any and all claims and causes of action that were asserted

1 in the civil action entitled Tiffanie Le v. Pacific Dental Services, LLC, Orange County Superior
2 Court Case No. 30-2020-01140652-CU-OE-CXC. Defendant agrees that it shall not seek removal
3 of the Action based on the addition of claims under the FLSA.

4 **C. “Attorneys’ Fees and Costs.”**

5 The attorneys’ fees agreed upon by the Parties and approved by the Court for Class
6 Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Class
7 Counsel in the Action, including, but not limited to, costs associated with documenting the
8 Settlement, providing any notices required as part of the Settlement or by Court order, securing the
9 Court’s approval of the Settlement, administering the Settlement, and securing dismissal of the
10 Action. Class Counsel will request attorneys’ fees in an amount not to exceed one-third (1/3) of
11 the Class Settlement Amount of \$1,500,000.00, which is a total amount of \$500,000.00, to be
12 allocated among Class Counsel at their discretion. The costs that Class Counsel will request to be
13 reimbursed will not exceed the total amount of \$15,000.00. The Attorneys’ Fees and Costs to be
14 awarded are subject to the Court’s approval. Such Attorneys’ Fees and Costs shall be paid from
15 the Class Settlement Amount. Should the Court not approve the requested Attorneys’ Fees and/or
16 Costs award(s), this Settlement Agreement shall remain valid and binding and any difference
17 between the requested Attorneys’ Fees and/or Costs award(s) and the actual award(s) shall be
18 allocated to the Net Settlement Amount. Defendant has agreed not to oppose Class Counsel’s
19 request for attorneys’ fees and reimbursement of costs and expenses as set forth in this Section
20 I.C. Attorneys’ Fees and Costs shall be paid from the Class Settlement Amount. Class Counsel
21 will be issued an IRS Form 1099 for the Attorneys’ Fees and Costs, and shall be solely and legally
22 responsible for paying all applicable taxes relating to or arising from any and all payments made
23 pursuant to this Section I.C.

24 **D. “Claims Administrator.”**

25 ILYM Group, Inc. shall be the third-party class action settlement claims
26 administrator as agreed to by the Parties and approved by the Court for the purposes of
27 administering this Settlement. The Parties each represent that they do not have any financial
28

1 interest in the Claims Administrator or otherwise have a relationship with the Claims
2 Administrator that could create a conflict of interest.

3 **E. “Claims Administration Costs.”**

4 The costs payable from the Class Settlement Amount to the Claims Administrator
5 for administering this Settlement, including, but not limited to, printing, distributing, and tracking
6 documents for this Settlement, calculating estimated amounts per Class Member, tax reporting,
7 distributing the Class Settlement Amount, providing necessary reports and declarations, and other
8 duties and responsibilities set forth herein to process this Settlement Agreement, and as requested
9 by the Parties. The Claims Administration Costs will be paid from the Class Settlement Amount,
10 including, if necessary, any such costs in excess of the amount represented by the Claims
11 Administrator as being the maximum costs necessary to administer the Settlement. The Claims
12 Administrator and the Parties currently estimate that the Claims Administration Costs will be
13 \$42,500.00. To the extent that the Claims Administration Costs are greater than \$42,500.00, such
14 excess amount will be deducted from the Class Settlement Amount, subject to the Court’s
15 approval. The Claims Administration Costs will be paid no sooner than fifteen (15) calendar days
16 following the Effective Date.

17 **F. “Class Counsel.”**

18 David Yeremian & Associates, Inc.; United Employees Law Group, P.C.;
19 Falakassa Law, P.C.; and Bokhour Law Group, P.C. shall be appointed Class Counsel upon
20 approval by the Court.

21 **G. “Class List.”**

22 A complete list of all Class Members that Defendant will diligently and in good
23 faith compile from its records and provide to the Claims Administrator within fourteen (14)
24 business days after Preliminary Approval of this Settlement. The Class List will be formatted in a
25 readable Microsoft Office Excel spreadsheet, and will include each Class Member’s full name,
26 most recent mailing address, telephone number, Social Security number, dates of employment
27 (*i.e.*, hire date and termination date, if applicable), approximate number of workweeks, and any
28 other relevant information needed to calculate Individual Settlement Payments.

1 **H. “Class Member(s)” or “Settlement Class.”**

2 All current and former non-exempt employees employed by Defendant in the State
3 of California during the stipulated Class Period.

4 **I. “Class Period.”**

5 The period from February 24, 2016 through and including the date of January 31,
6 2022.

7 **J. “Class Released Claims.”**

8 As of the date of the Court granting Final Approval, all Class Members fully and
9 finally release the Released Parties (which as defined below specifically includes Defendant) from
10 any and all Class Released Claims. The Class Released Claims include all claims asserted in the
11 Action, arising from or related to the facts and claims alleged in the Action, or that could have
12 been raised in the Action based on the facts and claims alleged, as amended. The Class Released
13 Claims include all claims for unpaid wages, including failure to pay minimum wages, straight time
14 compensation, overtime compensation, double-time compensation, and interest; the calculation of
15 the regular rate of pay; meal period and rest period premiums, including failure to pay premiums
16 at the regular rate of compensation; payment for all hours worked, including off-the-clock work;
17 failure to pay sick leave, including at the regular rate of pay; wage statements; failure to keep
18 accurate records; failure to reimburse business expenses; unlawful deductions; failure to timely
19 pay wages; unfair business practices related to the Released Claims; penalties, including civil
20 penalties, statutory penalties, recordkeeping penalties, wage statement penalties, minimum-wage
21 penalties, and waiting-time penalties; and attorneys’ fees and costs; all claims related to the Class
22 Released Claims arising under: the California Labor Code (including, but not limited to, sections
23 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222,
24 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 245, 246, 246.5, 247, 247.5,
25 248, 248.5, 249, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12,
26 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 1199, 2802, 2926, and
27 2927), the Wage Orders of the California Industrial Welfare Commission; the California Private
28 Attorneys General Act of 2004 (“PAGA”); California Business and Professions Code section

1 17200, *et seq.*; the FLSA, 29 U.S.C. § 201 *et seq.*; and federal common law. This release excludes
2 the release of claims not permitted by law.

3 Class Members who timely cash or otherwise negotiate their Settlement Payment
4 Check will be deemed to have opted into the Action for purposes of the FLSA and, as to those
5 Class Members, the Class Released Claims include any and all claims the Class Members may
6 have under the FLSA arising under or related to the alleged claims during the Class Period. Upon
7 entry of Judgment, Class Members are precluded from filing a wage and hour action under the
8 Fair Labor Standards Act against the Released Parties for claims and/or causes of action
9 encompassed by the Class Released Claims, which are extinguished and precluded pursuant to
10 Rangel v. PLS Check Cashers of California, Inc., 899 F.3d 1106 (2018). This release excludes the
11 release of claims not permitted by law. As set forth in Section I.EE., below, the following
12 language will be printed on the reverse of each Settlement Payment Check, or words to this effect:
13 “By endorsing or otherwise negotiating this check, I acknowledge that I read, understand, and
14 agree to the terms set forth in the Notice of Class Action Settlement, and I consent to join in the
15 Fair Labor Standards Act (“FLSA”) portion of Marlene Estela, et al. v. Pacific Dental Services,
16 LLC, San Diego County Superior Court Case No. 37-2020-00010251-CU-OE-NC, elect to
17 participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that
18 are covered by the Settlement.”

19 **K. “Class Representative Enhancement Payments.”**

20 The amount to be paid to Plaintiffs in recognition of their effort and work in
21 prosecuting the Action on behalf of Class Members and for their general release of claims.
22 Subject to the Court granting Final Approval of this Settlement Agreement, Plaintiffs will request
23 Court approval of Class Representative Enhancement Payments of up to \$10,000.00 each to
24 Estela, Daniels, Williams, and Le. Should the Court not approve the requested Class
25 Representative Enhancement Payment(s), this Settlement Agreement shall remain valid and
26 binding and any difference between the requested Class Representative Enhancement Payment(s)
27 and the actual award(s) shall be allocated to the Net Settlement Amount. Each of the Plaintiffs
28 will be issued an IRS Form 1099 in connection with their Class Representative Enhancement

1 Payments, and shall be solely and legally responsible for paying any and all applicable taxes
2 relating to or arising from such payments. Each of the Plaintiffs shall indemnify, defend, and hold
3 harmless the Released Parties from and against any claim or liability for taxes, penalties, or
4 interest arising from or relating to the Class Representative Enhancement Payments. The Class
5 Representative Enhancement Payments will be paid from the Class Settlement Amount, will be in
6 addition to Plaintiffs' Individual Settlement Payments, and are conditioned on the execution of a
7 stand-alone settlement agreement and general release of claims. Defendant makes no
8 representations as to the tax treatment or legal effect of the Class Representative Enhanced
9 Payments, and Plaintiffs are not relying on any statement or representation by Defendant or its
10 counsel in that regard.

11 **L. "Class Settlement Amount."**

12 The total amount of no more than \$1,500,000.00 to be paid by Defendant in full
13 satisfaction of all claims asserted in, arising from, or related to the Action, as amended, or that
14 could have been raised in the Action based on the facts and claims alleged. The Class Settlement
15 Amount includes all Individual Settlement Payments to Class Members (including Plaintiffs), the
16 Class Representative Enhancement Payments to Plaintiffs, the Claims Administration Costs to the
17 Claims Administrator, the LWDA Payment, and the Attorneys' Fees and Costs. Defendant will be
18 responsible for any employer payroll taxes required by law, separate and in addition to the Class
19 Settlement Amount, including the employer FICA, FUTA, and SDI contributions on the wage
20 portion of the Individual Settlement Payments.

21 **M. "Effective Date."**

22 The date on which the Final Award becomes final. For purposes of this Section,
23 the Final Award "becomes final" only after the Court grants the Motion for Final Approval and
24 upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing
25 of any appeal from, or other challenge to, the Order Granting Final Approval (this time period
26 shall not be less than seventy (70) calendar days after the Court's Order is entered); (ii) the date of
27 affirmance of an appeal of the Order Granting Final Approval becomes final under the California
28 Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final

1 Approval or the final dismissal of any proceeding on review of any court of appeal decision
2 relating to the Order Granting Final Approval.

3 **N. “Final Approval” or “Final Award.”**

4 The Court entering an Order Granting Final Approval of the Settlement Agreement.

5 **O. “Individual Settlement Payment.”**

6 Each Class Member’s share of the Net Settlement Amount, which shall be
7 distributed to the Class Members, less employee portions of state and federal withholding taxes,
8 including the employee FICA, FUTA, and SDI contributions and any other applicable payroll
9 deductions required by law as a result of the payment of the amount allocated to such Class
10 Member as set forth herein.

11 **P. “LWDA Notice.”**

12 The Parties agree that Plaintiffs will submit notice to the Labor and Workforce
13 Development Agency (the “LWDA”) of this Settlement along with a copy of this Settlement
14 Agreement within ten (10) calendar days after its execution by all Parties and their counsel, and
15 Plaintiffs will thereafter submit a copy of any judgment or any other order (*e.g.*, the Final Award)
16 providing for an award of civil penalties in conformity with Labor Code section 2699(1).

17 **Q. “LWDA Payment.”**

18 The amount that the Parties have agreed to pay to the LWDA in connection with
19 the California Private Attorneys General Act of 2004 (the “PAGA”). The Parties have agreed that
20 \$20,000.00 of the Class Settlement Amount will be allocated to the resolution of any Class
21 Members’ claims arising under the PAGA (“PAGA Settlement Amount”). Pursuant to the PAGA,
22 \$15,000.00 (75%) of the PAGA Settlement Amount will be paid to the LWDA and \$5,000.00
23 (25%) of the PAGA Settlement Amount will be included in the Net Settlement Amount.

24 **R. “Net Settlement Amount.”**

25 The portion of the Class Settlement Amount remaining after deduction of the
26 approved Class Representative Enhancement Payments, Claims Administration Costs, LWDA
27 Payment, and Attorneys’ Fees and Costs.

1 **S. “Notice of Class Action Settlement.”**

2 The document substantially in the form attached hereto as Exhibit 1 that will be
3 mailed to Class Members’ last known addresses and which will provide Class Members with
4 information regarding the Action and information regarding the Settlement of the Action.

5 **T. “Notice of Objection.”**

6 A Class Member’s valid and timely written objection to the Settlement Agreement.
7 For the Notice of Objection to be valid, it must include the objector’s full name, signature,
8 address, and telephone number, and a written statement of all grounds for the objection
9 accompanied by legal support, if any, for such objection. The Notice of Objection must be
10 returned by mail or fax to the Claims Administrator at the specified address or facsimile number,
11 and postmarked or faxed on or before the Response Deadline. The date of the postmark or fax
12 receipt confirmation will be the exclusive means to determine whether a Notice of Objection has
13 been timely submitted.

14 Class Members who fail to make objections in the manner specified above shall be
15 deemed to have waived any objections and shall be foreclosed from making any objection
16 (whether by appeal or otherwise) to the Settlement Agreement. Neither the Parties nor their
17 counsel will solicit or otherwise encourage Class Members to submit written objections to the
18 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent
19 any Class Members with respect to any such objections to this Settlement. The Claims
20 Administrator shall provide counsel for the Parties with complete copies of all objections received,
21 including the date of postmark or fax receipt confirmation for each objection, within five (5)
22 business days of receipt. Class Counsel will provide copies of any objections and supporting
23 documents to the Court at least ten (10) calendar days before the Final Approval Hearing, unless
24 otherwise directed by the Court.

25 **U. “PAGA Members.”**

26 All current and former non-exempt employees employed by Defendant in the State
27 of California during the period of February 24, 2019 through and including the date of Preliminary
28 Approval.

1 **V. “Notice Packet.”**

2 The Notice of Class Action Settlement and Individual Settlement Payment
3 calculations, to include workweek information, and a Request for Exclusion form.

4 **W. “Plaintiffs.”**

5 Plaintiffs Marlene Estela, Jeannie Daniels, Linda Williams, and Tiffanie Le.

6 **X. “Plaintiffs’ Released Claims.”**

7 Upon the Effective Date, and as a condition of receiving any portion of their Class
8 Representative Enhancement Payments, Plaintiffs shall fully and finally release the Released
9 Parties from any and all claims, known and unknown, under federal, state and/or local law, statute,
10 ordinance, regulation, common law, or other source of law, including but not limited to claims
11 arising from or related to their employment with Defendant and their compensation while
12 employees of Defendant (“Plaintiffs’ Released Claims”). Plaintiffs’ Released Claims include, but
13 are not limited to, all claims arising from or related to the Action. Plaintiffs’ Released Claims
14 include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages,
15 straight time compensation, overtime compensation, double-time compensation, and interest; the
16 calculation of the regular rate of pay; meal period and rest period premiums, including failure to
17 pay premiums at the regular rate of compensation; reimbursement for all necessary business
18 expenses; payment for all hours worked, including off-the-clock work; failure to pay sick leave,
19 including at the regular rate of pay; wage statements; deductions; failure to keep accurate records;
20 unfair business practices; penalties, including, but not limited to, civil penalties, statutory
21 penalties, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and
22 waiting-time penalties; and attorneys’ fees and costs. Plaintiffs’ Released Claims include all
23 claims arising under the California Labor Code (including, but not limited to, sections 200, 201,
24 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223,
25 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 245, 246, 246.5, 247, 247.5, 248, 248.5,
26 249, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194,
27 1194.1, 1194.2, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 1199, 2698, *et seq.*, 2699, *et seq.*,
28 2699.5, 2802, 2926, and 2927); all claims arising under: the Wage Orders of the California

1 Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (“PAGA”);
2 California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to
3 include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR § 11000, *et*
4 *seq.*; 8 CCR § 11060; California Code of Civil Procedure § 1021.5; the California common law of
5 contract; the FLSA, 29 U.S.C. § 201, *et seq.*; federal common law; and the Employee Retirement
6 Income Security Act, 29 U.S.C. § 1001, *et seq.* (“ERISA”). Plaintiffs’ Released Claims also
7 include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages,
8 and attorneys’ fees and costs arising under federal, state, or local laws for discrimination,
9 harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended)
10 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities
11 Act, the Age Discrimination in Employment Act, and the California Fair Employment and
12 Housing Act; and the law of contract and tort. This release excludes the release of claims not
13 permitted by law.

14 Plaintiffs’ Released Claims include all claims, whether known or unknown. Even
15 if Plaintiffs discover facts in addition to or different from those that they now know or believe to
16 be true with respect to the subject matter of Plaintiffs’ Released Claims, those claims will remain
17 released and forever barred. Thus, each Plaintiff expressly waives and relinquishes the provisions,
18 rights, and benefits of section 1542 of the California Civil Code, which provides:

19 **A general release does not extend to claims that the creditor or releasing party**
20 **does not know or suspect to exist in his or her favor at the time of executing**
21 **the release and that, if known by him or her, would have materially affected**
22 **his or her settlement with the debtor or released party.**

23 **Y. “Preliminary Approval.”**

24 The Court’s order granting preliminary approval of the Settlement Agreement.

25 **Z. “Qualified Settlement Account.”**

26 The fund established by the Claims Administrator pursuant to Internal Revenue
27 Code Section 1.468B-1.
28

1 **AA. “Released Parties.”**

2 Defendant (Pacific Dental Services, LLC) and each of its past, present, and future
3 agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders,
4 stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations
5 and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, service
6 providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers,
7 alleged co-employers, alleged dual employers, any person/entity with alleged/potential joint
8 liability, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present,
9 and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents,
10 subsidiaries, and assigns.

11 **BB. “Request for Exclusion.”**

12 A written notice submitted by a Class Member requesting to be excluded from the
13 Settlement. For a Request for Exclusion to be valid, it must include the Class Member’s full
14 name, signature, address, and telephone number, and a written statement requesting to be excluded
15 from the Settlement. The Request for Exclusion must be returned by mail or fax to the Claims
16 Administrator at the specified address or facsimile number and postmarked or faxed on or before
17 the Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive
18 means to determine whether a Request for Exclusion has been timely submitted. A Class Member
19 who does not submit a timely and valid Request for Exclusion from the Settlement will be deemed
20 a Class Member and will be bound by all terms of the Settlement Agreement if the Settlement is
21 granted Final Approval by the Court. Any Class Member who timely submits a valid Request for
22 Exclusion will not receive payment from the Settlement, and will not be bound by the terms of the
23 Settlement Agreement or Judgment (with the exception of claims arising under the PAGA).
24 Eligible PAGA Members will receive their share of the employee portion of the LWDA Payment
25 and will be deemed to have released any claims arising out of the PAGA, regardless of whether
26 they submit a Request for Exclusion.

1 **CC. “Response Deadline.”**

2 The deadline by which Class Members must mail or fax to the Claims
3 Administrator valid Requests for Exclusion, Notices of Objection to the Settlement, or workweek
4 disputes. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
5 the Notice Packet by the Claims Administrator, unless the forty-fifth (45th) day falls on a Sunday
6 or federal holiday, in which case the Response Deadline will be extended to the next day on which
7 the U.S. Postal Service is open. The Response Deadline may also be extended by express
8 agreement between Plaintiffs and Defendant. Under no circumstances, however, will the Claims
9 Administrator have the authority to unilaterally extend the deadline for Class Members to submit
10 Requests for Exclusion, Notices of Objection to the Settlement, or workweek disputes.

11 **DD. “Satisfaction of Judgment.”**

12 Upon the Effective Date and payment by Defendant of all monies due under the
13 Settlement Agreement and entry of the Order Granting Final Approval, Plaintiffs shall file a
14 Satisfaction of Judgment with the Court.

15 **EE. “Settlement Payment Check.”**

16 The payment to Class Members. The back of the Settlement Payment Check shall
17 state, immediately below the space where the check is to be endorsed by the payee: “By endorsing
18 or otherwise negotiating this check, I acknowledge that I read, understand, and agree to the terms
19 set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards
20 Act (“FLSA”) portion of the Marlene Estela, et al. v. Pacific Dental Services, LLC, San Diego
21 County Superior Court Case No. 37-2020-00010251-CU-OE-NC, elect to participate in the
22 settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the
23 Settlement.”

24 **II. Funding of the Class Settlement Amount.**

25 1. Within fifteen (15) calendar days after the Effective Date of the Settlement, Defendant will
26 make a one-time deposit of the Class Settlement Amount (and all required employer payroll taxes) into a
27 Qualified Settlement Account to be established by the Claims Administrator. Within fourteen (14)
28 calendar days after the funding of the Settlement, the Claims Administrator will issue payments to: (a)

1 Class Members; (b) the LWDA; (c) Plaintiffs; and (d) Class Counsel. The Claims Administrator will also
2 issue a payment to itself for Court-approved services performed in connection with the Settlement.
3 Defendant has no obligation to deposit the Class Settlement Amount, or any portion thereof, prior to the
4 deadline set forth in this Section II.

5 **III. Attorneys' Fees and Costs.**

6 2. Defendant agrees not to oppose or impede any application by Class Counsel for attorneys'
7 fees in the total amount of not more than \$500,000.00 or the reimbursement of costs and expenses
8 associated with Class Counsel's litigation and settlement of the Action in the total amount of not more than
9 \$15,000.00, and a reduction of Attorneys' Fees and Costs shall not be grounds for nullification of this
10 Settlement. Subject to Court approval, Class Counsel will decide the allocation of attorneys' fees and costs
11 among themselves. No counsel shall be entitled to any amount of attorneys' fees or costs for work
12 performed in the Action other than as provided in this Settlement Agreement. This Settlement Agreement
13 is the exclusive means for recovery of attorneys' fees and costs incurred in the Action by any attorney, law
14 firm, and/or other legal services provider.

15 **IV. Class Representative Enhancement Payments.**

16 3. In exchange for a general release, and in recognition of Plaintiffs' effort and work in
17 prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any
18 application or motion for Class Representative Enhancement Payments in the amount of up to \$10,000.00
19 for each named Plaintiff, and a reduction of any Class Representative Enhancement Payment(s) shall not be
20 grounds for nullification of this Settlement. The Class Representative Enhancement Payments will be paid
21 from the Class Settlement Amount, and are conditioned on the execution of a stand-alone settlement
22 agreement and general release of claims. Plaintiffs will be solely and legally responsible to pay any and all
23 applicable taxes relating to or arising from the payments made pursuant to this Section IV, and will
24 indemnify, defend, and hold harmless the Released Parties from and against any claim or liability for taxes,
25 penalties, or interest arising from or relating to the Class Representative Enhancement Payments.

1 **V. Claims Administration Costs.**

2 4. The Claims Administrator will be paid for the reasonable costs of administration of the
3 Settlement and distribution of payments from the Class Settlement Amount, which are currently estimated
4 to be \$42,500.00.

5 5. The Parties hereby acknowledge that the Claims Administration Costs may increase above
6 the current estimate of \$42,500.00, and that any such additional Claims Administration Costs that are
7 approved by the Parties' counsel and the Court shall be taken out of the Class Settlement Amount.

8 **VI. Labor and Workforce Development Agency Payment.**

9 6. Subject to Court approval, the Parties agree that \$20,000.00 of the Class Settlement
10 Amount will be designated for satisfaction of Plaintiffs' and Class Members' PAGA claims (the "PAGA
11 Settlement Amount"). Pursuant to the PAGA, \$15,000.00 (75%) of the PAGA Settlement Amount will be
12 paid to the LWDA, and \$5,000.00 (25%) of the PAGA Settlement Amount will be included in the Net
13 Settlement Amount.

14 **VII. Net Settlement Amount.**

15 7. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to
16 Class Members (including Plaintiffs), in accordance with the terms of this Settlement.

17 **VIII. Individual Settlement Payment Calculations.**

18 8. Individual Settlement Payments will be calculated and apportioned from the Net
19 Settlement Amount based on the number of workweeks a Class Member worked for Defendant in
20 California during the Class Period. Specific calculations of Individual Settlement Payments will be made
21 as follows:

22 8(a) The Claims Administrator will calculate the total number of weeks worked
23 (weeks in which at least one day was worked) by each Class Member
24 ("Individual Workweeks") and the total number of weeks worked by all Class
25 Members ("Class Workweeks") during the Class Period.

26 8(b) To determine each Class Member's Individual Settlement Payment, the Claims
27 Administrator will use the following formula: Individual Settlement Payment =
28

(Individual Workweeks ÷ Class Workweeks) × Net Settlement Amount.

9. The Individual Settlement Payment will be reduced by any required withholdings or deductions for each Class Member as set forth herein, including, but not limited to, employee-side tax withholdings or deductions.

10. The Individual Settlement Payments made to Class Members under this Settlement, and any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

IX. Claims Administration Process.

11. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Claims Administrator will provide the following services:

- a. Establish and maintain a Qualified Settlement Account.
- b. Calculate the Individual Settlement Payment each Class Member is eligible to receive.
- c. Print and mail the Notice Packet.
- d. Establish and maintain a toll-free information telephone support line to assist Class Members who have questions regarding the Notice Packet.
- e. Establish and maintain a website with information to assist Class Members.
- f. Conduct additional address searches for mailed Notice Packets that are returned as undeliverable.
- g. Process Requests for Exclusion, calculate Class Members' Individual Settlement Payment, field inquiries from Class Members, and administer any Requests for Exclusion. These services will include settlement proceed calculations, printing and issuance of Settlement Payment Checks, and preparation of IRS W-2 and

1099 tax forms. Basic accounting for Defendant's employer payroll taxes and payment of employee tax withholdings and forwarding of all payroll taxes and penalties to the appropriate government authorities will also be included as part of these services.

- h. Issue to Plaintiffs, Class Members, and Plaintiffs' Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.
- i. Provide declarations and/or other information to the Court as requested by the Parties and/or the Court.
- j. Provide weekly status reports to counsel for the Parties.

12. Within fourteen (14) business days after Preliminary Approval, Defendant will provide the Class List to the Claims Administrator.

13. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Claims Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the last known mailing addresses identified in the Class List.

14. Prior to mailing, the Claims Administrator will perform a search based on the National Change of Address Database for information to update and correct any known or identifiable address changes. Any Notice Packets returned to the Claims Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto, and the Claims Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Claims Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark or fax a Request for Exclusion or Notice of Objection to the Settlement.

15. All Class Members will be mailed a Notice Packet containing the forms attached hereto as Exhibit 1 as approved by the Court.

1 16. Workweeks Disputes. Class Members will have an opportunity to dispute the information
2 provided in their Notice Packets. To the extent Class Members dispute the number of workweeks to which
3 they have been credited or the amount of their Individual Settlement Payment, Class Members may
4 produce evidence to the Claims Administrator showing that such information is inaccurate. Absent
5 competent evidence rebutting Defendant's records, Defendant's records will be presumed determinative.
6 However, if a Class Member produces competent evidence that is contrary to Defendant's records, the
7 Claims Administrator will evaluate the evidence submitted by the Class Member and will make the final
8 decision as to the number of eligible workweeks that should be applied and/or the Individual Settlement
9 Payment to which the Class Member may be entitled. The workweek dispute must be returned by mail or
10 fax to the Claims Administrator at the specified address or facsimile number and postmarked or faxed on or
11 before the Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive
12 means to determine whether a workweek dispute has been timely submitted. All such disputes are to be
13 resolved not later than fourteen (14) calendar days after the Response Deadline.

14 17. Defective Requests for Exclusion. If a Class Member's Request for Exclusion is defective
15 as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s).
16 The Claims Administrator will mail the Class Member a cure letter within three (3) business days of
17 receiving the defective submission to advise the Class Member that his or her submission is defective and
18 that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until
19 (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date
20 is later, to postmark or fax a revised Request for Exclusion.

21 18. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
22 Settlement Agreement must sign and postmark or fax a written Request for Exclusion to the Claims
23 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope or
24 the fax receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has
25 been timely submitted. All Requests for Exclusion will be submitted to the Claims Administrator, who will
26 certify jointly to Class Counsel and Defendant's counsel the Requests for Exclusion that were timely
27 submitted. Any Class Member who does not timely seek exclusion will be bound by the terms of this
28 Settlement Agreement.

1 **X. Nullification of the Settlement Agreement.**

2 19. Defendant's Option to Nullify the Settlement Agreement. If five percent (5%) or more of
3 the Class Members opt out of the Settlement (or are otherwise excluded), Defendant, in its sole and
4 absolute discretion, shall have the option of nullifying the Settlement Agreement. In such a case, the
5 Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective
6 statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall
7 proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already
8 incurred by the Claims Administrator shall be paid by Defendant.

9 20. Nullification of the Settlement Agreement. In the event: (i) the Court does not enter the
10 Preliminary Approval Order and approve the Class Released Claims specified herein; (ii) the Court does
11 not finally approve the Settlement as provided herein; (iii) Defendant exercises its option to nullify the
12 Settlement Agreement based on an excessive number of opt-outs, as described in Section X.19 above; or
13 (iv) the Settlement does not become final for any other reason (*e.g.*, an objection by the LWDA), this
14 Settlement Agreement shall be null and void. A reduction of the Attorneys' Fees and Costs and/or any
15 Class Representative Enhancement Payment(s) shall not be grounds for nullification of this Settlement.
16 Any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as
17 void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or effect,
18 and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any
19 funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the
20 date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall
21 proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already
22 incurred by the Claims Administrator shall be paid by Defendant and Plaintiffs on a 50/50 basis.

23 21. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Class Member
24 who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request
25 for Exclusion will be bound by all terms, conditions, and covenants of the Settlement Agreement,
26 including, but not limited to, those pertaining to the Class Released Claims.

1 **XI. Certification Reports Regarding Individual Settlement Payment Calculations.**

2 22. The Claims Administrator will provide Defendant's counsel and Class Counsel a weekly
3 report which certifies: (a) the number of Class Members who have submitted timely and valid Requests for
4 Exclusion; (b) any objections submitted to the Settlement, along with a copy of any such objection; and (c)
5 whether any Class Member has submitted a challenge to any information contained in his/her Notice
6 Packet. Additionally, the Claims Administrator will provide to counsel for the Parties any updated reports
7 regarding the administration of the Settlement Agreement as needed or requested.

8 23. Uncashed Settlement Checks. Any checks issued by the Claims Administrator to Class
9 Members will be negotiable for one hundred eighty (180) calendar days. After one hundred eighty (180)
10 calendar days from the date of mailing, the checks shall become null and void, and any monies remaining
11 in the distribution account shall be distributed to the Controller of the State of California to be held pursuant
12 to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, for the benefit of those Settlement
13 Class members who did not cash their checks until such time that they claim their property. The Parties
14 agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as
15 the entire Settlement Payment will be paid out to Settlement Class members, whether or not they all cash
16 their Settlement Checks. Therefore, Defendant will not be required to pay any interest on said amount.

17 24. Certification of Completion. Upon completion of administration of the Settlement, the
18 Claims Administrator will provide a written declaration under oath to certify such completion to the Court
19 and counsel for all Parties.

20 **XII. Tax Treatment of Individual Settlement Payments.**

21 25. All Individual Settlement Payments will be allocated as follows: twenty percent (20%) of
22 each Individual Settlement Payment will be allocated as wages and eighty percent (80%) will be allocated
23 as non-wage penalties. The portion allocated to wages will be reported on an IRS Form W-2 and the
24 portions allocated to non-wages will be reported on an IRS Form-1099 by the Claims Administrator. The
25 gross Individual Settlement Payments will be reduced by any required legal deductions for each Class
26 Member. All standard employee payroll deductions will be made for state and federal withholding taxes,
27 including any other applicable payroll deductions owed by the Class Members as a result of the wage
28 component of the Individual Settlement Payment, resulting in a net wage component. The Claims

1 Administrator will issue a check and W-2 Form to each Class Member for the wage component. No
2 withholding shall be made on the penalty portions of the gross Individual Settlement Payment. The Claims
3 Administrator will issue a second check and IRS Form-1099 for the remaining penalty component. The
4 Claims Administrator shall be responsible for issuing the payments and calculating and withholding all
5 required state and federal taxes. The Claims Administrator shall determine the eligibility for, and the
6 amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. Any
7 disputes not resolved by the Claims Administrator concerning the administration of the Settlement will be
8 resolved by the Court, under the laws of the State of California. Prior to any such involvement of the
9 Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of
10 involving the Court.

11 **XIII. Administration of Taxes by the Claims Administrator.**

12 26. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of
13 the payments called for hereunder, and Plaintiffs and Class Members are not relying on any statement,
14 representation, or calculation by Defendant or by the Claims Administrator in that regard. Plaintiffs and
15 Class Members understand and agree that they will be solely responsible for the payment of their share of
16 any and all taxes and penalties assessed on the payments described herein.

17 27. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
18 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”) AND EACH PARTY
19 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY (AN
20 “OTHER PARTY”), ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
21 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
22 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
23 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
24 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
25 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10,
26 AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON
27 HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
28

1 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT,
2 (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
3 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
4 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
5 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
6 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
7 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
8 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX
9 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
10 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
11 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
12 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

13 **XIV. Release by Class Members.**

14 28. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
15 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
16 encumber, to any person or entity, any portion of any liability, claim, demand, action, cause of action, or
17 right herein released and discharged.

18 29. It is the desire of Plaintiffs, Class Members (except those who exclude themselves from the
19 Settlement), and Defendant to fully, finally, and forever settle, compromise, and discharge the Class
20 Released Claims. Upon the Final Approval by the Court of this Settlement Agreement, and except as to
21 such rights or claims as may be created by this Settlement Agreement, the Class Members shall fully
22 release and discharge the Released Parties from any and all Class Released Claims for the entire Class
23 Period. This release shall be binding on all Class Members who have not timely submitted a valid and
24 complete Request for Exclusion, including each of their respective attorneys, agents, spouses, executors,
25 representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the
26 Released Parties, who shall have no further or other liability or obligation to any Class Member with
27 respect to the Class Released Claims, except as expressly provided herein.

28

1 **XV. Preliminary Approval Hearing.**

2 30. Plaintiffs will obtain a hearing before the Court to request Preliminary Approval of the
3 Settlement Agreement and the entry of a Preliminary Approval Order for: (a) conditional certification of
4 the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement
5 Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing.

6 31. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
7 Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiffs will submit
8 this Settlement Agreement and will include the proposed Notice Packet.

9 32. Plaintiffs will be responsible for drafting all documents necessary to obtain Preliminary
10 Approval, subject to review by Defendant's counsel. Any failure by the Court to fully and completely
11 approve the Settlement Agreement which has the effect of preventing the full and complete approval of the
12 Settlement Agreement as written and agreed to by the Parties will result in this Settlement Agreement, and
13 all obligations under this Settlement Agreement, being nullified and voided.

14 **XVI. Final Settlement Approval Hearing and Entry of Judgment.**

15 33. Upon expiration of the Response Deadline, and with the Court's permission, a Final
16 Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement
17 Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) the
18 LWDA Payment; (c) the Attorneys' Fees and Costs; (d) the Class Representative Enhancement Payments;
19 and (e) all Claims Administration Costs.

20 34. The Final Approval/Settlement Fairness Hearing will be held no later than forty-five (45)
21 calendar days after the Response Deadline.

22 35. After filing the Amended Complaint, Le's counsel will request dismissal of the Le case (to
23 include filing all necessary pleadings with the Court), in its entirety, with prejudice as to Le and without
24 prejudice as to the respective alleged aggrieved employees.

25 36. Plaintiffs will be responsible for drafting all documents necessary to obtain Final Approval,
26 subject to review by Defendant's counsel. Plaintiffs will also be responsible for drafting the Attorneys'
27 Fees and Costs application to be heard at the Final Approval/Settlement Fairness Hearing. Any failure by
28 the Court to fully and completely approve the Settlement Agreement will result in this Settlement

1 Agreement entered into by the Parties, and all obligations under this Settlement Agreement, being nullified
2 and voided. Upon such failure, any order or judgment entered by the Court in furtherance of this
3 Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals
4 contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their
5 counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be
6 returned to their respective statuses as of the date and time immediately prior to the execution of this
7 Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not
8 been executed, except that any fees already incurred by the Claims Administrator shall be paid by
9 Defendant and Plaintiffs on a 50/50 basis.

10 **XVII. Judgment and Continued Jurisdiction.**

11 37. The Court shall retain jurisdiction with respect to the interpretation, implementation, and
12 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection
13 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
14 interpreting, implementing, and enforcing the Settlement embodied in this Settlement Agreement and all
15 orders and judgments entered in connection therewith.

16 **XVIII. Other Provisions.**

17 38. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
18 forth in any and all attached exhibits, which are incorporated in their entirety by this reference as though
19 fully set forth herein. Any exhibits to this Settlement are an integral part of the Settlement.

20 39. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
21 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements are,
22 or may be deemed to be, binding on the Parties.

23 40. Amendment or Modification. This Settlement Agreement may be amended or modified
24 only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved
25 by the Court.

26 41. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
27 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
28 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to

1 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
2 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
3 use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach
4 agreement on the form or content of any document needed to implement the Settlement, or on any
5 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
6 shall seek the assistance of Jeff Krivis, Esq. (mediator), if available, to resolve such disagreement.

7 42. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and
8 inure to the benefit of, the successors or assigns of the Parties.

9 43. California Law Governs. All terms of this Settlement Agreement and exhibits hereto will
10 be governed by and interpreted according to the laws of the State of California and any applicable federal
11 law without regard to choice of law rules or principles.

12 44. Execution and Counterparts. This Settlement Agreement is subject only to the execution
13 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
14 executed counterparts and each of them, including facsimile and scanned copies of the signature page, will
15 be deemed to be one and the same instrument.

16 45. Acknowledgement that the Settlement is Fair and Reasonable. The Parties acknowledge
17 and agree that this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and
18 that the Parties arrived at this Settlement after arm's-length negotiations and in the context of adversarial
19 litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge
20 and agree that they are each represented by competent counsel, and that they have had an opportunity to
21 consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

26 47. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
27 certification for purposes of this Settlement only; except, however, that either Party may appeal any Court
28 order that materially alters the Settlement Agreement's terms.

1 48. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
2 class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved,
3 the stipulation to certification will be void. The Parties further agree that certification for purposes of the
4 Settlement is not an admission that class action certification is proper under the standards applied to
5 contested certification motions, and that this Settlement Agreement will not be admissible in this or any
6 other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to
7 Plaintiffs or any Class Member, other than according to the Settlement's terms.

8 49. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
9 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation.
10 In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, it has
11 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any
12 statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or
13 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
14 conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or
15 provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession
16 by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in
17 a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms
18 and provisions shall not be offered or received as evidence in any action or proceeding to establish any
19 liability or admission on the part of Defendant or to establish the existence of any condition constituting a
20 violation of, or a non-compliance with, federal, state, local or other applicable law.

21 50. Captions. The captions and section numbers in this Settlement Agreement are inserted for
22 the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
23 provisions of this Settlement Agreement.

24 51. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
25 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
26 a further waiver by such party of the same or any other condition, covenant, right or remedy.

27 52. Enforcement Action. If one or more of the Parties institutes any legal action or other
28 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights

1 and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the
2 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees, incurred in
3 connection with any enforcement actions.

4 53. Mutual Preparation. The Parties have had a full opportunity to negotiate all terms and
5 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
6 more strictly against one Party than another merely by virtue of the fact that it may have been prepared by
7 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between
8 the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

9 54. Representation by Counsel. The Parties acknowledge that they have been represented by
10 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
11 Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.
12 Further, Plaintiffs and their counsel warrant and represent that there are no liens on the Settlement
13 Agreement.

14 55. All Terms Subject to Final Court Approval. All amounts and procedures described in this
15 Settlement Agreement herein will be subject to final Court approval.

16 56. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
17 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
18 Agreement.

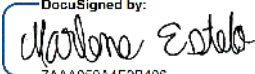
19 57. Confidentiality. Neither Plaintiffs nor Class Counsel shall issue any press release,
20 announcement, or promotion of any kind related in any way to the Settlement. Plaintiffs and Plaintiffs'
21 Counsel agree that, prior to Preliminary Approval of the Settlement, they will keep the terms of this
22 Settlement confidential except for purposes of communicating with Plaintiffs only. Plaintiffs shall be
23 informed that the Settlement is confidential and shall be advised to keep the Settlement confidential. From
24 and after Preliminary Approval of the Settlement, Plaintiffs and their counsel may: (1) as required by law;
25 (2) as required under the terms of the Settlement; or (3) as required under counsel's duties and
26 responsibilities as Class Counsel, comment regarding the specific terms of the Settlement. In all other
27 cases, Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the Settlement,
28 whether oral, written, or electronic (including the world wide web), to say the Action has been resolved and

1 that Plaintiffs and Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended
2 to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel,
3 including, but not limited to, communicating with Class Members regarding the Settlement.

4 58. Binding Agreement. The Parties warrant that they understand and have full authority to
5 enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding on all
6 Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms,
7 notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state
8 law. Plaintiffs, and not their respective representatives, must personally execute this Settlement
9 Agreement.

10 *The Settlement Agreement consists of 28 pages, with signatures beginning on the next page.*
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1 Dated: March 3/24/2022
2 _____, 2022

DocuSigned by:

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Plaintiff Marlene Estela
or Authorized Representative

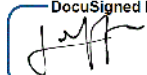
4 Dated: March _____, 2022

Plaintiff Jeannie Daniels
or Authorized Representative

6 Dated: March _____, 2022

Plaintiff Linda Williams
or Authorized Representative

8 3/28/2022
9 Dated: March _____, 2022

DocuSigned by:

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Plaintiff Tiffanie Le
or Authorized Representative

11 Dated: March _____, 2022

Defendant Pacific Dental Services, LLC

By: _____
Title: _____

15 **APPROVED AS TO FORM**

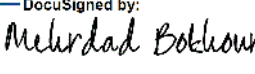
17 Dated: March _____, 2022

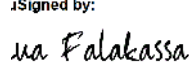
David Yeremian
Alvin Lindsay
Counsel for Plaintiffs Marlene Estela, Jeannie
Daniels, and Linda Williams

20 Dated: March _____, 2022

Walter Haines
Counsel for Plaintiffs Marlene Estela, Jeannie
Daniels, and Linda

22 3/28/2022 3/28/2022
23 Dated: March _____, 2022

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Joshua Falakassa
Counsel for Plaintiff Tiffanie Le

DocuSigned by:

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26 Dated: March _____, 2022

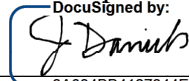
Richard J. Simmons
Nora K. Stilestein
Counsel for Defendant Pacific Dental
Services, LLC

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Dated: March __, 2022

Plaintiff Marlene Estela
or Authorized Representative

Dated: March 9, 2022

DocuSigned by:


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Plaintiff Jeannie Daniels
or Authorized Representative

Dated: March __, 2022

Plaintiff Linda Williams
or Authorized Representative

Dated: March __, 2022

Plaintiff Tiffanie Le
or Authorized Representative

Dated: March __, 2022

Defendant Pacific Dental Services, LLC

By: _____
Title: _____

APPROVED AS TO FORM

Dated: March __, 2022

David Yeremian
Alvin Lindsay
Counsel for Plaintiffs Marlene Estela, Jeannie
Daniels, and Linda Williams

Dated: March __, 2022

Walter Haines
Counsel for Plaintiffs Marlene Estela, Jeannie
Daniels, and Linda

Dated: March __, 2022

Mehrddad Bokhour
Joshua Falakassa
Counsel for Plaintiff Tiffanie Le

Dated: March __, 2022

Richard J. Simmons
Nora K. Stilestein
Counsel for Defendant Pacific Dental
Services, LLC

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Dated: March __, 2022

Plaintiff Marlene Estela
or Authorized Representative

Dated: March __, 2022

Plaintiff Jeannie Daniels
or Authorized Representative

Dated: March 10/2022

DocuSigned by
Williams, Linda
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Plaintiff Linda Williams
or Authorized Representative

Dated: March __, 2022

Plaintiff Tiffanie Le
or Authorized Representative

Dated: March __, 2022

Defendant Pacific Dental Services, LLC

By: _____
Title: _____

APPROVED AS TO FORM

Dated: March 25, 2022

David Yeremian
David Yeremian
Alvin Lindsay
Counsel for Plaintiffs Marlene Estela, Jeannie
Daniels, and Linda Williams

Dated: March 25, 2022

Walter Haines
Walter Haines
Counsel for Plaintiffs Marlene Estela, Jeannie
Daniels, and Linda

Dated: March __, 2022

Mehrddad Bokhour
Joshua Falakassa
Counsel for Plaintiff Tiffanie Le

Dated: March __, 2022

Richard J. Simmons
Nora K. Stilestein
Counsel for Defendant Pacific Dental
Services, LLC

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Dated: March __, 2022

Plaintiff Marlene Estela
or Authorized Representative

Dated: March __, 2022

Plaintiff Jeannie Daniels
or Authorized Representative

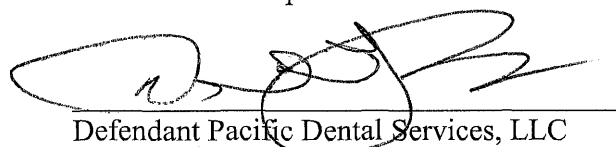
Dated: March __, 2022

Plaintiff Linda Williams
or Authorized Representative

Dated: March __, 2022

Plaintiff Tiffanie Le
or Authorized Representative

Dated: March __, 2022



Defendant Pacific Dental Services, LLC

By: Daniel J. Burke
Title: General Counsel

APPROVED AS TO FORM

Dated: March __, 2022

David Yeremian
Alvin Lindsay
Counsel for Plaintiffs Marlene Estela, Jeannie
Daniels, and Linda Williams

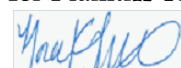
Dated: March __, 2022

Walter Haines
Counsel for Plaintiffs Marlene Estela, Jeannie
Daniels, and Linda

Dated: March __, 2022

Mehrdad Bokhour
Joshua Falakassa
Counsel for Plaintiff Tiffanie Le

Dated: April 4, 2022



Richard J. Simmons
Nora K. Stilestein
Counsel for Defendant Pacific Dental
Services, LLC