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10 on behalf of themselves and others similarly situated and aggrieved

11 *[Additional Plaintiffs' Counsel listed on following page]*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN DIEGO**

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

16 Plaintiffs,

17 vs.

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

20 Defendants.
21

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

**ORDER GRANTING PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
STIPULATION OF SETTLEMENT OF
CLASS, COLLECTIVE, AND
REPRESENTATIVE ACTION**

*[Filed concurrently with Notice of Motion and
Motion; Memorandum of Points and Authorities;
and Declarations of Class Counsel and
Plaintiffs]*

Reservation #: 2503374
Date: June 3, 2022
Time: 1:30 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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ORDER

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”) (collectively, “the parties”), filed an unopposed Motion for Preliminary Approval of their Stipulation and Settlement of Class, Collective, and Representative Action (“Settlement Agreement”). The Motion was set for hearing on June 3, 2022 at 1:30 p.m. in Dept. N-29, and Defendant does not oppose it. The Court, having considered the Settlement Agreement, and the proposed Notice of Class Action Settlement (“Class Notice”) at Exhibit 1 to the Settlement Agreement, the submissions of counsel, and all other papers filed in this litigation, and Defendant’s non-opposition to the Motion, hereby ORDERS as follows:

1. Plaintiff’s Motion for Preliminary Approval of the parties’ Settlement Agreement, which is attached at Exhibit A to the Declaration of Class Counsel, David Yeremian, Esq., is GRANTED;

2. This Order incorporates by reference the definitions in the Settlement Agreement and all terms defined therein shall have the same meaning as in this Order;

3. The Court conditionally certifies a Class consisting of Class Members defined as “All current and former non-exempt employees employed by Defendant in the State of California during the stipulated Class Period,” and the Class Period is February 24, 2016 through and including the date of January 31, 2022. (Yeremian Decl., Exhibit A, Settlement, ¶¶ I.H., I.I.). Similarly, the PAGA Members are defined as: “All current and former non-exempt employees employed by Defendant in the State of California during the period of February 24, 2019 through and including the date of Preliminary Approval. (*Id.* at Settlement, ¶ I.U.). Should the Settlement not be finally approved, this Order will be rendered null and void and shall be vacated, and the fact that the parties were willing to stipulate to class certification as part of the settlement shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context. Should the settlement not become final, the parties shall revert to their respective positions prior to notifying the Court of the settlement of the action.

1 4. The class action settlement contemplated by the Settlement Agreement is
2 preliminarily approved based upon the terms set forth in the Settlement Agreement. The
3 Settlement appears to be fair, adequate, and reasonable for the Class, and falls within the range of
4 reasonableness that could ultimately be granted final approval by the Court. The preliminary
5 approval of the class action settlement includes the approval for purposes of the settlement of
6 David Yeremian and Alvin B. Lindsay of David Yeremian & Associates, Inc. and Walter Haines
7 of United Employees Law Group, PC and Joshua S. Falakassa of Falakassa Law, P.C., and
8 Mehrdad Bokhour of Bokhour Law Group, P.C. as Class Counsel, Plaintiffs Marlene Estela,
9 Jeannie Daniels, Linda Williams, and Tiffanie Le as Class Representatives, and ILYM Group,
10 Inc. ("ILYM") as the Settlement Administrator. Class Counsel is authorized to act on behalf of
11 the Class members with respect to all acts or consents required by or which may be given
12 pursuant to the Settlement Agreement and the class action settlement contemplated by the
13 Settlement Agreement, and such other acts reasonably necessary to consummate the settlement.
14 The Settlement Administrator is authorized to perform such acts as set forth in this Order and the
15 Settlement Agreement.

16 5. The Court approves the parties' allocation of \$20,000.00 to settle claims under the
17 Labor Code Private Attorneys General Act of 2004 ("PAGA"). Pursuant to Labor Code § 2699(i),
18 75% of this amount, or \$15,000.00, shall be paid to the California Labor & Workforce
19 Development agency and the remaining 25%, or \$5,000.00, shall remain in the Net Settlement
20 Amount and will be paid to Class Members in the manner set forth in the Settlement Agreement.

21 6. The Class Notice, attached at Exhibit 1 to the Settlement Agreement at Exhibit A
22 to Class Counsel's Declaration, advises the Class of the material terms and provisions of this
23 Settlement, the procedure for approval thereof, and their rights with respect thereto, and is
24 approved as to form and content. The Court approves the procedures set forth in the Settlement
25 Agreement for Class Members to participate in, opt out of, and object to the Settlement as set
26 forth in the Notice.

27 7. The Class Notice shall be sent by first class mail to the Class in accordance with
28 the schedule set forth in the Settlement Agreement. The dates selected for the mailing and

1 distribution of the Class Notice, and the other dates as set forth below, meet the requirements of
2 due process and provide the best notice practicable under the circumstances, and shall constitute
3 due and sufficient notice to all persons entitled thereto:

4 a. Deadline for Defendants to provide to Settlement Administrator the class
5 information list and related information in electronic form: 14 calendar days after entry of the
6 Court's Order granting preliminary approval to the Settlement.

7 b. Deadline for Settlement Administrator to mail the Class Notice by first-class
8 regular U.S. mail: 14 calendar days after receiving the Class List.

9 c. Deadline for class members to mail objections or requests for exclusion to the
10 Settlement Administrator: 45 calendar days after the mailing of the Class Notice.

11 d. Deadline for Class Counsel to file a Motion for Final Approval of the Settlement
12 Agreement: 16 Court days before hearing on Plaintiff's Motion for Final Approval and Motion
13 for Attorneys' Fees and Costs and Representative Enhancement.

14 e. Deadline for Class Counsel to file Motion for Attorneys' Fees and Costs and
15 Representative Enhancement: 16 Court days before Final Settlement Fairness Hearing and
16 hearing on Plaintiff's Motion for Final Approval and Motion for Attorneys' Fees and Costs and
17 Representative Enhancement.

18 8. A Final Approval and Settlement Fairness Hearing on the question of whether the
19 proposed Settlement, attorneys' fees and costs to Class Counsel, and the class representative
20 enhancement should be approved as fair, reasonable, and adequate as to the Settlement Class and
21 whether the Settlement should be given final approval is scheduled on: _____, 2022
22 at 1:30 p.m. At the final approval hearing, Settlement Class Members may be heard orally in
23 support of the Settlement, or in opposition to the Settlement in the event there are objectors.

24 9. The Court reserves the right to adjourn or continue the date of the Settlement
25 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to
26 the Class, and retains jurisdiction to consider all further applications arising out of or connected
27 with the Settlement Agreement.
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1 10. The Settlement Agreement shall not be construed as an admission or evidence of
2 either liability or the appropriateness of class certification in the non-settlement context, as more
3 specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the
4 rights of Defendant to oppose certification of a class in this action should the proposed Settlement
5 not be granted final approval.

6 11. In the event the Effective Date occurs, which is defined in the Settlement as the
7 date of entry of the final approval order, and in further accordance with the Settlement
8 Agreement, all Class Members who do not timely submit a Request for Exclusion from the
9 Settlement will be deemed to have forever released and discharged the Settlement Class
10 Members' Released Claims as set forth in the Settlement Agreement. In the event the Effective
11 Date does not occur for any reason, the Settlement Agreement shall be deemed null and void and
12 shall have no effect whatsoever.

13 12. All further proceedings in this action are stayed except such proceedings necessary
14 to review, approve, and implement this Settlement.

15 13. The Court finds that all required notifications and submissions to the California
16 Labor and Workforce Development Agency (LWDA) about the Settlement Agreement and
17 Motion have been made by Plaintiff in the time and manner specified under the PAGA.

18 **IT IS SO ORDERED.**

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20 Dated: _____, 2022

21 Hon. Robert P. Dahlquist
22 Judge of the Superior Court
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