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Counsel for Plaintiff Sarina M. Felix
on behalf of herself and all others similarly situated and aggrieved,

[Additional counsel information on the next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

SARINA M. FELIX, as an aggrieved
employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff,

v.

GHUMAN DENTAL CORPORATION, a
California corporation; GURJINDER
GHUMAN, an individual; and DOES 1
through 100, inclusive,

Defendants.

GHUMAN DENTAL CORPORATION, a
California corporation; GURJINDER
GHUMAN, an individual; and DOES 1
through 100, inclusive,

Cross-Complainants,

v.

VZ CONSULTING, INC. dba MAKE
COMPLIANCE SIMPLE; and ROES 1
through 100, inclusive,

Cross-Defendants.

CASE NO.: 21CV378018

*[Assigned for all purposes to the Hon.
Patricia M. Lucas, in Dept. 3]*

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

ACTION FILED: February 17, 2021
TRIAL DATE: None set

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Attorneys for Defendants, GHUMAN DENTAL CORPORATION,
and GURJINDER GHUMAN

1 This Joint Stipulation Re: Class Action and Representative Action Settlement
2 (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 SARINA FELIX (“Plaintiff”), on behalf of herself and all others similarly situated and aggrieved,
4 on one hand; and Ghuman Dental Corporation and Gurjinder Ghuman (“Defendants”), on the
5 other hand, in the lawsuit entitled *Sarina M. Felix v. Ghuman Dental Corporation, et al.*, filed in
6 Santa Clara County Superior Court, Case No. 21CV378018, (the “Action”). Plaintiff and
7 Defendants shall be, at times, collectively referred to as the “Parties.” This Agreement is intended
8 by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and
9 subject to the terms and conditions of this Agreement.

10 **1. DEFINITIONS**

11 **A. “Action”** means the action entitled *Sarina M. Felix v. Ghuman Dental*
12 *Corporation, et al.*, filed in Santa Clara County Superior Court, filed in Santa Clara County
13 Superior Court, Case N. 21CV378018.

14 **B. “Aggrieved Employees”** means all persons currently or formerly employed by
15 Defendants, either directly or through any subsidiary, staffing agency or professional employer
16 organization, as non-exempt, hourly-paid employees, at any time during the PAGA Period in the
17 State of California.

18 **C. “Class Counsel”** means David D. Bibiyan, Jeffrey Klien, and Vedang J. Patel, of
19 Bibiyan Law Group, P.C The term “Class Counsel” shall be used synonymously with the term
20 “Plaintiff’s Counsel.”

21 **D. “Class Members,” “Settlement Class,” or “Settlement Class Members”** means
22 all persons currently or formerly employed by Defendants, either directly or through any
23 subsidiary, staffing agency or professional employer organization, as non-exempt, hourly-paid
24 employees, at any time during the Class Period in the State of California.

25 **E. “Class Period”** means the period from February 17, 2018 through March 18,
26 2024.

27 **F. “Class Notice”** means and refers to the notice sent to Class Members after
28 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this

1 Agreement.

2 **G. “Court”** means the Superior Court of the State of California for the County of
3 Santa Clara.

4 **H. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
5 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
6 objector, 60 days from the date of the Final Approval and Judgment; or (3) to the extent any
7 appeals have been filed, the date on which they have been resolved or exhausted.

8 **I. “Defendants”** shall mean defendants Ghuman Dental Corporation and Gurjinder
9 Ghuman.

10 **J. “Employer Taxes”** means employer-funded taxes and contributions imposed on
11 the wage portions of the Individual Settlement Payments under the Federal Insurance
12 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
13 and contributions required of employers, such as for unemployment insurance.

14 **K. “General Release”** means the broader release of claims by Plaintiff, which is in
15 addition to Plaintiff’s limited release of claims as a Participating Class Member.

16 **L. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Seven
17 Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00),¹ which shall be paid by
18 Defendants, from which all payments for the Individual Settlement Payments to Participating
19 Class Members, the Court-approved amounts for attorneys’ fees and reimbursement of litigation
20 costs and expenses to Class Counsel, Settlement Administration Costs, the Service Award, the
21 PAGA Payment and the LWDA Payment shall be paid. It expressly excludes Employer Taxes,
22 which shall be paid by Defendants separate, apart and in addition to the Gross Settlement
23 Amount.

24 **M. “Individual PAGA Payment”** means a payment made to an Aggrieved Employee
25 for his or her share of the PAGA Payment, which may be in addition to his or her Individual
26 Settlement Share if he or she is also a Participating Class Member.

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¹ As the same may be increased in accordance with Paragraph 17 below.

1 **N. “Individual Settlement Payment”** means a payment to a Participating Class
2 Member of his or her net share of the Net Settlement Amount.

3 **O. “Individual Settlement Share”** means the gross amount of the Net Settlement
4 Amount that a Participating Class Member is projected to receive based on the number of
5 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
6 shall be reflected in his or her Class Notice.

7 **P. “LWDA Payment”** means the payment to the State of California Labor and
8 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
9 amount allocated toward penalties under the PAGA, all of which is to be paid from the Gross
10 Settlement Amount. The Parties have agreed that Seventy Five Thousand Dollars and Zero Cents
11 (\$75,000.00) shall be allocated toward PAGA penalties, of which Fifty Six Thousand Two
12 Hundred Fifty Dollars and Zero Cents (\$56,250.00) will be paid to the LWDA (*i.e.*, the LWDA
13 Payment) and Eighteen Thousand and Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00)
14 will be paid to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked for
15 Defendants as a non-exempt, hourly-paid employee in California in the PAGA Period (*i.e.* the
16 PAGA Payment).

17 **Q. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
18 that is available for distribution to the Participating Class Members after deductions for the Court-
19 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
20 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
21 Payment and the PAGA Payment.

22 **R. “Operative Complaint” or “Complaint”** means the First Amended Complaint
23 filed in the Action.

24 **S. “PAGA Payment”** is the 25% portion of the Seventy Five Thousand Dollars and
25 Zero Cents (\$75,000.00) that is allocated toward PAGA penalties which amount to Eighteen
26 Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) that will be paid to
27 Aggrieved Employees on a *pro rata* basis based on the Workweeks worked as non-exempt,
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hourly-paid employees in California in the PAGA Period, which would be in addition to their Individual Settlement Payment if they are Participating Class Members, as well.

T. “PAGA Period” means the period from July 27, 2019 through March 18, 2024.

U. “Participating Class Members” means all Settlement Class Members who do not submit a timely and valid Request for Exclusion.

V. “Participating Individual Settlement Share” means the gross amount of the Net Settlement Amount that a Participating Class Member is eligible to receive based on the number of Workweeks that he or she worked as a Settlement Class Member during the Class Period once all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

V. “Plaintiff,” “Named Plaintiff” or “Class Representative” shall refer to Plaintiff Sarina Felix.

W. “Preliminary Approval Date” means the date on which the Court enters an Order granting preliminary approval of the Settlement.

X. “Released Parties” shall mean Defendants and their respective related entities, and their past and present owners, associates, proprietors, officers, directors, shareholders, partners, managers, subsidiaries, affiliates, employees, agents, representatives, successors, heirs, and assigns.

Y. “Response Deadline” means the deadline for Settlement Class Members to mail any Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator, which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be the exclusive means for determining whether a Request for Exclusion, Objection or Workweek Dispute was submitted by the Response Deadline.

1 **Z. “Request for Exclusion”** means a written request to be excluded from the
2 Settlement Class pursuant to Paragraph 9(C) below.

3 **AA. “Service Award”** means monetary amounts to be paid to Plaintiff of up to Seven
4 Thousand and Five Hundred Dollars and Zero Cents (\$7,500.00), which, subject to Court
5 approval, will be paid out of the Gross Settlement Amount.

6 **BB. “Settlement Administration Costs”** means all costs incurred by the Settlement
7 Administrator in administration of the Settlement, including, but not limited to, translating the
8 Class Notice to Spanish, distribution of the Class Notice to the Settlement Class in English and
9 Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, Individual
10 PAGA Payments and Participating Individual Settlement Shares, as well as associated taxes and
11 withholdings, providing declarations, generating Individual Settlement Payment checks and
12 related tax reporting forms, doing administrative work related to unclaimed checks, transmitting
13 payment to Class Counsel for the Court-approved amounts for attorneys’ fees and reimbursement
14 of litigation costs and expenses, to Plaintiff for his Service Award and to the LWDA for the
15 LWDA Payment, providing weekly reports of opt-outs, objections and related information, and
16 any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to
17 the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed
18 \$7,950.00. If the actual amount of the Settlement Administration Costs is less than \$7,950.00,
19 the difference between \$7,950.00 and the actual Settlement Administration Costs shall be a part
20 of the Net Settlement Amount. If the Settlement Administration Costs exceed \$7,950.00, then
21 such excess will be paid solely from the Gross Settlement Amount and Defendants will not be
22 responsible for paying any additional funds in order to pay these additional costs.

23 **CC. “Settlement Administrator”** means the Third-Party Administrator selected by
24 the Plaintiff that will be responsible for the administration of the Settlement including, without
25 limitation, translating the Class Notice in Spanish, distribution of the Individual Settlement
26 Payments to be made by Defendants from the Gross Settlement Amount and related matters under
27 this Agreement.
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1 **DD.** “**Workweeks**” means the number of weeks that a Settlement Class Member
2 actually worked for Defendants in a non-exempt, hourly-paid position during the Class Period in
3 California, based on hire dates, re-hire dates (as applicable), and termination dates (as
4 applicable).

5 **2. BACKGROUND**

6 **A.** On July 27, 2020, Plaintiff filed a notice with the Labor and Workforce
7 Development Agency (LWDA) and served the same on Defendants, stating that she intended to
8 serve as a proxy of the LWDA for various Labor Code violations (“PAGA Notice”).

9 **B.** On February 17, 2021, Plaintiff filed a representative action on behalf of herself
10 and all other Aggrieved Employees seeking civil penalties from Defendants for the various Labor
11 Code violations asserted in the PAGA Notice.

12 **C.** On February 09, 2022, the Parties attended an initial mediation on a PAGA only
13 basis with Nikki Tolt, Esq. which was unsuccessful.

14 **D.** Thereafter, Plaintiff amended her complaint to add class action allegations for: (1)
15 failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal
16 periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement
17 violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) unfair competition in
18 violation of Cal. Bus. & Prof. Code; Plaintiff continued to maintain her representative PAGA
19 action for PAGA penalties in the amended complaint.

20 **E.** Thereafter, the Parties agreed to exchange informal discovery and attend a second
21 mediation on a class and PAGA basis. Prior to mediation, Plaintiff was provided with, among
22 other things: (1) a roughly 90% sampling of Class Members’ time and payroll records through
23 on or around second mediation; (2) all applicable wage and hour policy documents; and (3) all
24 documents concerning Plaintiff available to Defendants.

25 **F.** On January 18, 2024, the Parties participated in second mediation with Lynn
26 Frank, Esq. an experienced mediator of wage and hour class and PAGA actions. The mediation
27 concluded with a settlement, which resulted in this Agreement.

28 **3. JURISDICTION**

1 The Court has jurisdiction over the Parties and the subject matter of the Action. The
2 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
3 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
4 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
5 pursuant to California Rules of Court, rule 3.769, subdivision (h).

6 **4. STIPULATION OF CLASS CERTIFICATION**

7 The Parties stipulate to the certification of the Settlement Class under this Agreement for
8 purposes of settlement only.

9 **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

10 After full execution of this Agreement, Plaintiff will move for an order granting
11 preliminary approval of the Settlement, approving and directing the mailing of the proposed
12 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A,”** conditionally
13 certifying the Settlement Class for settlement purposes only, and approving the deadlines
14 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes and
15 Objections. If and when the Court preliminarily approves the Settlement, and after administration
16 of the Class Notice in a manner consistent with the Court’s Preliminary Approval Order, Plaintiff
17 will move for an order finally approving the Settlement and seek entry of a Judgment in line with
18 this Settlement. The Parties may both respond to any Objections lodged to final approval of the
19 Settlement up to five (5) court days before the Final Approval Hearing.

20 **6. STATEMENT OF NO ADMISSION**

21 Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiff
22 and the Settlement Class for any reason, including, but not limited to, any claims or allegations
23 asserted in the Action, Complaint, or the PAGA Notice. Nothing contained in this Agreement
24 shall be understood or deemed an admission by Defendants of any claims or allegations asserted
25 in the Action, Complaint, or in the PAGA Notice. Payment of wages under this Settlement neither
26 extend nor alter any Class Members’ period of employment with Defendants for any purpose.

27 **7. RELEASE OF CLAIMS**

28 **A. Release by All Participating Class Members**

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employers Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members, for themselves and on behalf of their respective heirs, successors, and assigns, release the Released Parties from and of all claims that are asserted in the Operative Complaint, or that reasonably arise out of or could have been asserted based on the facts alleged in the Operative Complaint, including: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; and (9) unfair competition in violation of Cal. Bus. & Prof. Code 17200 (the “Class Released Claims”).

B. Release by All Aggrieved Employees

Plaintiff and all Aggrieved Employees release the Released Parties and, to the extent permitted by law, the State of California, of and from, for the duration of the PAGA Period, all claims asserted in the PAGA Notice or in the Operative Complaint, or that could have been based on the factual allegations asserted in the PAGA Notice or the Operative Complaint, for civil penalties or any other available relief pursuant to PAGA under Cal. Lab. Code 2698, *et seq.*, (the “PAGA Released Claims”).

C. Claims Not Released

The Released Claims expressly exclude claims for vested benefits, wrongful termination, unemployment insurance, disability insurance, social security, workers’ compensation, and any other claims that do not reasonably arise from or are only remotely related to the allegations pleaded in the Operative Complaint and/or the PAGA Notice, and, for those claims released by all Participating Class Members, those arising outside of the Class Period and, for those claims released by all Aggrieved Employees, those arising outside of the PAGA Period.

D. General Release

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendants to the Settlement Administrator selected of the full

1 Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, in
2 addition to the Released Claims, Plaintiff makes the additional following General Release:
3 Plaintiff releases the Released Parties of and from all claims, demands, rights, liabilities and
4 causes of action of every nature and description whatsoever, known or unknown, asserted or that
5 might have been asserted, whether in tort, contract, or for violation of any state or federal statute,
6 rule, law or regulation arising out of, relating to, or in connection with any act or omission of the
7 Released Parties from the beginning of time up to and including the date of full execution of this
8 Agreement, including, but not limited to, any claim in connection with Plaintiff's employment
9 with Defendants or termination thereof, except for any and all other claims that may not be
10 released as a matter of law, if any.

11 **E. Civil Code 1542 Waivers**

12 To the fullest extent of the Released Claims and General Release provided herein, and
13 specifically excluding claims excluded from the Released Claims as set forth in paragraph 7(c),
14 above, Plaintiff stipulates and agrees that, upon entry of an Order granting Final Approval of the
15 Settlement, entry of Judgment and payment by Defendants to the Settlement Administrator
16 selected of the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the
17 Settlement, she shall have expressly waived and relinquished, to the fullest extent permitted by
18 law, the provisions, rights and benefits of Section 1542 of the California Civil Code (or any other
19 similar provision under federal or state law) which provides:

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

23 **8. SETTLEMENT ADMINISTRATOR**

24 **A.** Plaintiff, through Class Counsel, have selected Phoenix Class Action
25 Administration Solutions ("Phoenix" or "Settlement Administrator") to administer the
26 Settlement, which includes, but is not limited to, translating the Class Notice to Spanish,
27 distributing and responding to inquiries about the Class Notice, and calculating all amounts to be
28 paid from the Gross Settlement Amount. Charges and expenses of the Settlement Administrator,

1 currently estimated to be \$7,950.00, will be paid from the Gross Settlement Amount. If the actual
2 amount of the Settlement Administration Costs is less than \$7,950.00, the difference between
3 \$7,950.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement
4 Amount. If the Settlement Administration Costs exceed \$7,950.00, then such excess will be paid
5 solely from the Gross Settlement Amount and Defendants will not be responsible for paying any
6 additional funds in order to pay these additional costs.

7 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION AND EXCLUSION**
8 **PROCESS**

9 **A. Notice to the Settlement Class Members**

10 (1) Within fourteen (14) calendar days after the Preliminary Approval Date,
11 Defendants' Counsel shall provide the Settlement Administrator with information with respect
12 to each Settlement Class Member, including his or her: (1) name; (2) last known address(es)
13 currently in Defendants' possession, custody or control; (3) last known telephone number(s)
14 currently in Defendants' possession, custody or control; (4) last known Social Security
15 Number(s) in Defendants' possession, custody or control; and (5) the dates of employment (*i.e.*,
16 hire dates and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class
17 Member ("Class List"). The Settlement Administrator shall perform an address search using the
18 United States Postal Service National Change of Address ("NCOA") database and update the
19 addresses contained on the Class List with the newly found addresses, if any. Within seven (7)
20 calendar days or soon thereafter of receiving the Class List from Defendants, the Settlement
21 Administrator shall mail the Class Notice in English and Spanish to the Settlement Class
22 Members via first-class regular U.S. Mail using the most current mailing address information
23 available. The Settlement Administrator shall maintain the Class List and digital copies of all the
24 Settlement Administrator's records evidencing the giving of notice to any Settlement Class
25 Member for at least four (4) years from the Final Approval Date.

26 (2) The Class Notice will set forth:

27 (a) the Settlement Class Member's estimated Individual
28 Settlement Payment and Individual PAGA Payment,

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- and the basis for each;
- (b) the information required by California Rules of Court, rule 3.766, subdivision (d);
- (c) the material terms of the Settlement;
- (d) the proposed Settlement Administration Costs;
- (e) the definition of the Settlement Class;
- (f) a statement that the Court has preliminarily approved the Settlement;
- (g) how the Settlement Class Member can obtain additional information, including contact information for Class Counsel;
- (h) information regarding opt-out and objection procedures;
- (i) the date and location of the Final Approval Hearing; and
- (j) that the Settlement Class Member must notify the Settlement Administrator no later than the Response Deadline if the Settlement Class Member disputes the accuracy of the number of Workweeks worked as set forth on his or her Class Notice (“Workweek Dispute”). If a Settlement Class Member fails to timely dispute the number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the

1 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
2 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
3 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
4 is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class
5 Member within three (3) business days. Further, any Class Notices that are returned to the
6 Settlement Administrator with a forwarding address before the Response Deadline shall be
7 promptly re-mailed to the forwarding address affixed thereto.

8 (4) No later than seven (7) calendar days from the Response Deadline, the
9 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
10 completion of the notice process, including the number of attempts to obtain valid mailing
11 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
12 and copies of all Requests for Exclusion and Objections received by the Settlement
13 Administrator.

14 **B. Objections**

15 Only Participating Class Members may object to the Settlement. In order for any
16 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
17 do so by mailing a written objection to the Settlement Administrator at the address or phone
18 number provided on the Class Notice no later than the Response Deadline. The Settlement
19 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendants'
20 counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which
21 Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection should
22 set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four digits of
23 the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of whether
24 the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
25 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
26 Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member
27 will remain a member of the Settlement Class and if the Court approves this Agreement, the
28 Settlement Class Member will be bound by the terms of the Settlement in the same way and to

1 the same extent as a Settlement Class Member who does not object. The date of mailing of the
2 Class Notice to the objecting Settlement Class Member shall be conclusively determined
3 according to the records of the Settlement Administrator. Settlement Class Members need not
4 object in writing to be heard at the Final Approval Hearing; they may object or comment in
5 person at the hearing at their own expense. Class Counsel and Defendants' Counsel may respond
6 to any objection lodged with the Court up to five (5) court days before the Final Approval
7 Hearing.

8 **C. Requesting Exclusion**

9 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
10 Settlement by mailing a written request to be excluded from the Settlement ("Request for
11 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
12 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the last
13 four (4) digits of the Class Member's Social Security Number; (3) the Class Member's signature;
14 and (4) the following statement: "Please exclude me from the Settlement Class in the *Felix v.*
15 *Ghuman Dental Corporation et. al.* matter," or any statement of similar meaning standing for
16 the proposition that the Class Member does not wish to participate in the Settlement. The
17 Settlement Administrator shall immediately provide copies of all Requests for Exclusion to Class
18 Counsel and Defendants' Counsel and shall report the Requests for Exclusions that it receives,
19 to the Court, in its declaration to be provided in advance of the Final Approval Hearing. Any
20 Settlement Class Member who requests exclusion using this procedure will not be entitled to
21 receive any payment from the Settlement and will not be bound by the Settlement Agreement or
22 have any right to object to, appeal, or comment on the Settlement. Any Settlement Class Member
23 who does not opt out of the Settlement by submitting a timely and valid Request for Exclusion
24 will be bound by all terms of the Settlement, including those pertaining to the Released Claims,
25 as well as any Judgment that may be entered by the Court if Final Approval of the Settlement is
26 granted. A Settlement Class Member cannot submit both a Request for Exclusion and an
27 objection. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
28 Request for Exclusion will control and the Objection will be overruled. Settlement Class

Members who worked during the PAGA Period as Aggrieved Employees that submit a valid Request for Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA Payments, and will be bound by the release of the PAGA Released Claims.

D. Disputes Regarding Settlement Class Members' Workweek Data

Each Settlement Class Member may dispute the number of Workweeks attributed to him or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to the Settlement Administrator by the Settlement Class Member, postmarked on or before the Response Deadline. The Settlement Administrator shall immediately provide copies of all disputes to Class Counsel and counsel for Defendants and shall immediately attempt to resolve all such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendants and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the dispute.

10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA PAYMENTS

Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks worked during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Workweeks worked during the PAGA Period. Specific calculations of the Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

A. The Settlement Administrator will determine the total number of Workweeks worked by each Settlement Class Member during the Class Period ("Class Member's Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class Members during the Class Period ("Class Workweeks"). Additionally, the Settlement Administrator will determine the total number of Workweeks worked by each Aggrieved Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the

1 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
2 (“PAGA Workweeks”).

3 **B.** If there are no timely and valid Requests for Exclusion, to determine each
4 Settlement Class Member’s Individual Settlement Share, the
5 Settlement Administrator will use the following formula: Individual Settlement Share =
6 (Settlement Class Member’s Workweeks worked ÷ Class Workweeks) × Net Settlement
7 Amount.

8 **C.** To determine each Participating Class Member’s Participating Individual
9 Settlement Share, the Settlement Administrator will determine the aggregate
10 number of Workweeks worked by all Participating Class Members during the
11 Class Period (“Participating Class Workweeks”) and use the following formula:
12 Individual Settlement Share = (Participating Class Member’s Workweeks
13 worked ÷ Participating Class Workweeks) × Net Settlement Amount.

14 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
15 to Participating Class Members by way of check and is referred to as “Individual Settlement
16 Payment(s)”.

17 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
18 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
19 PAGA Payment = (Aggrieved Employee’s Workweeks worked ÷ PAGA Workweeks) x
20 \$18,750.00 (the PAGA Payment).

21 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid
22 to Participating Class Members and/or Aggrieved Employees by way of check. When a
23 Participating Class Member is also an Aggrieved Employee, one check may be issued that
24 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

25 **11. DISTRIBUTION OF PAYMENTS**

26 **A. Distribution of Individual Settlement Payments**

27 Participating Class Members will receive an Individual Settlement Payment and
28 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement

1 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
2 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
3 calendar days after expiration of the 180-day period, checks for such payments shall be
4 canceled and funds associated with such checks shall be considered unpaid, unclaimed, or
5 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”).
6 The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure
7 section 384, shall be transmitted to Legal Aid at Work, 180 Montgomery Street, Suite 600, San
8 Francisco, California 94104, the *cy pres* recipient, for use in Santa Clara County. The
9 Settlement Administrator shall prepare a report regarding the distribution plan pursuant to Code
10 of Civil Procedure section 384 and the report shall be presented to the Court by Class Counsel
11 along with a proposed amended judgment that is consistent with the provisions of Code of Civil
12 Procedure section 384.

13 **B. Funding of Settlement**

14 Defendants shall, within seven (7) business days of the Final Approval Date make
15 payment of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph
16 17 of this Agreement) and Employer Taxes to the Settlement Administrator pursuant to Internal
17 Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account
18 (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this
19 Agreement and the Court’s Orders, and subject to the conditions described herein.

20 **C. Time for Distribution**

21 Within seven (7) calendar days after payment of the full Gross Settlement Amount and
22 Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator
23 shall distribute all payments due from the QSA for: (1) the Service Award to Plaintiff, as
24 specified in this Agreement and approved by the Court; (2) the Attorneys’ Fees and Costs Award
25 to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the
26 Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the
27 LWDA Payment, as specified in this Agreement and approved by the Court; (5) Individual
28 PAGA Payments to Aggrieved Employees, as specified in this Agreement and approved by the

1 Court; and (6) Individual Settlement Payments to Participating Class Members, less applicable
2 taxes and withholdings, as specified in this Agreement and approved by the Court. All interest
3 accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to
4 Participating Class Members based on the number of Workweeks worked by them in the Class
5 Period.

6 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

7 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'
8 fees of up to thirty five percent (35%) of the Gross Settlement Amount, which, unless escalated
9 pursuant to Paragraph 17 of this Agreement, amounts to Two Hundred Sixty Two Thousand Five
10 Hundred Dollars and Zero Cents (\$262,500.00). Class Counsel shall further apply for, and
11 Defendants shall not oppose, an application or motion by Class Counsel for reimbursement of
12 actual costs associated with Class Counsel's prosecution of this matter as set forth by declaration
13 testimony in an amount up to Thirty Five Thousand Dollars and Zero Cents (\$35,000.00). Awards
14 of attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and
15 future attorneys' fees and costs necessary to prosecute, settle and obtain Final Approval of the
16 settlement in Action. The "future" aspect of the amounts stated herein includes, without
17 limitation, all time and expenses expended by Class Counsel (including any appeals therein)
18 necessary to enforce this settlement. There will be no additional charge of any kind to either the
19 Settlement Class Members or request for additional consideration from Defendants for such work
20 unless, Defendants materially breach this Agreement, including any term regarding funding, and
21 further efforts are necessary from Class Counsel to remedy said breach, including, without
22 limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees
23 and/or litigation costs and expenses in amounts that are less than the amounts provided for herein,
24 then the unapproved portion(s) shall be a part of the Net Settlement Amount.

25 Any Defendant shall be entitled to recovery of attorney's fees and costs from named
26 Plaintiff, Sarina Felix, to the extent that such Defendant is a prevailing party in any action to
27 enforce this Agreement or to remedy any breach thereof.

28 **13. SERVICE AWARD TO PLAINTIFF**

1 Named Plaintiff shall seek, and Defendants shall not oppose, a Service Award in an
2 amount not to exceed Seven Thousand Five Hundred and Zero Cents (\$7,500.00) to Plaintiff, for
3 participation in and assistance with the Action. Any Service Award and additional consideration
4 awarded and/or paid to Plaintiff shall be paid from the Gross Settlement Amount and shall be
5 reported on an IRS Form 1099. If the Court approves the Service Award in less than the amounts
6 sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

7 **14. TAXATION AND ALLOCATION**

8 a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
9 be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS
10 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
11 agree that the employees' share of taxes and withholdings with respect to the wage portion of the
12 Individual Settlement Share will be withheld from the Individual Settlement Share in order to
13 yield the Individual Settlement Payment. The amount of federal income tax withholding will be
14 based upon a flat withholding rate for supplemental wage payments in accordance with Treasury
15 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
16 be made pursuant to applicable state and/or local withholding codes or regulations.

17 b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
18 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
19 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
20 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
21 set forth in this Section may be modified in a manner to bring Defendants into compliance with
22 any such changes.

23 c. All Employer Taxes shall be paid by Defendants separate, apart, and in addition
24 to the Gross Settlement Amount. Defendants shall remain liable to pay the employer's share of
25 payroll taxes as described above.

26 d. Neither Counsel for Plaintiff nor Defendants intend anything contained in this
27 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
28

1 be relied upon as such within the meaning of United States Treasury Department Circular 230
2 (31 C.F.R. Part 10, as amended) or otherwise.

3 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

4 The Parties agree to allocate Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00)
5 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five
6 percent (75%) of the amount allocated toward PAGA or \$56,250.00 will be paid to the LWDA
7 and twenty-five percent (25%) or \$18,750.00 will be distributed to Aggrieved Employees on a
8 *pro rata* basis based upon their respective Workweeks worked as Aggrieved Employees during
9 the PAGA Period.

10 **16. COURT APPROVAL**

11 This Agreement is contingent upon an order by the Court granting Final Approval of the
12 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
13 becomes impossible to secure approval of the Settlement by the Court, including because the
14 LWDA intervenes and blocks Final Approval of the Settlement by the Court: (1) both this
15 Agreement nor the Memorandum of Understanding executed on January 18, 2024 shall become
16 null and void and have no force or effect and no Party shall be bound by any of the terms of the
17 aforementioned agreements; (2) the Parties shall be restored to their respective positions in the
18 Action as of the date of the last signature causing the Memorandum of Understanding to be fully
19 executed, or January 18, 2024; (3) Plaintiff will not be deemed to have waived, limited or affected
20 in any way any claims, rights or remedies, or defenses in or as to the Action, Complaint, or the
21 PAGA Notice, and Defendants will not be deemed to have waived, limited or affected in any
22 way any of their claims, rights, remedies, objections or defenses in or as to the Action, the
23 Complaint, or the PAGA Notice; and (4) the Parties shall not be deemed to have stipulated to or
24 obligated to stipulate to class certification. Any terms and conditions in this Settlement
25 Agreement specifically stated to survive the Settlement Agreement being voided or not approved
26 shall survive accordingly and control in such an event.

27 **17. INCREASE IN WORKWEEKS**

28 Defendants represent that there are no more than 11,591 Workweeks worked during the

1 Class Period. In the event the number of Workweeks worked increases by more than 10%, or an
2 additional 1,159 Workweeks worked, then the GFV shall be increased proportionally by the
3 Workweeks worked in excess of 12,750 multiplied by the Workweek Value. The Workweek
4 Value shall be calculated by dividing the GFV by 11,591. The Parties agree that the Workweek
5 Value amounts to and the settlement amounts to \$64.70 per Workweek ($\$750,000.00 / 11,591$
6 Workweeks). Thus, for example, should there be 15,000 Workweeks in the Class Period, then
7 the GFV shall be increased by \$145,575.00 (15,000 Workweeks – 12,750 Workweeks x
8 \$64.70/Workweek.)

9 **18. NOTICE OF JUDGMENT**

10 In addition to any duties set out herein, the Settlement Administrator shall provide
11 notice of the Final Judgment entered in the Action by posting the same on its website for a
12 period of no less than four (4) years.

13 **19. MISCELLANEOUS PROVISIONS**

14 **A. Interpretation of the Agreement**

15 This Agreement constitutes the entire agreement between the Parties with respect to its
16 subject matter. Except as expressly provided herein, this Agreement has not been executed in
17 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
18 written representations or terms shall modify, vary, or contradict its terms. In entering into this
19 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
20 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
21 enforced under the laws of the State of California, both in its procedural and substantive aspects,
22 without regard to its conflict of law provisions. Any claim arising out of or relating to the
23 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
24 Court of the State of California for the County of Santa Clara, and Plaintiff and Defendants
25 hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection
26 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties, and
27 each of them, participated in the negotiation and drafting of this Agreement and had available to
28 them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendants

1 may claim that any ambiguity in this Agreement should be construed against the other. The
2 Agreement may be modified only by a writing signed by counsel for the Parties and approved by
3 the Court.

4 **B. Further Cooperation**

5 The Parties and their respective attorneys shall proceed diligently to prepare and execute
6 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
7 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
8 will not take any action inconsistent with this Agreement, including, without limitation,
9 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
10 Party has taken actions inconsistent with the Settlement, including, without limitation,
11 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
12 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
13 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
14 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
15 opt-outs and/or objections.

16 **C. Counterparts**

17 The Agreement may be executed in one or more actual or non-original counterparts, all
18 of which will be considered one and the same instrument and all of which will be considered
19 duplicate originals.

20 **D. Authority**

21 Each individual signing below warrants that he or she has the authority to execute this
22 Agreement on behalf of the Party for whom or which that individual signs.

23 **E. No Third-Party Beneficiaries**

24 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
25 Class Counsel, and Defendants are direct beneficiaries of this Agreement, but there are no third-
26 party beneficiaries.

27 **F. Deadlines Falling on Weekends or Holidays**

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

G. Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

H. Severability

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way affect any other provisions which shall continue to be enforceable to their fullest extent as if such invalid, illegal, or unenforceable provisions had never been included in this Agreement; furthermore, any provision held to be invalid, illegal, or unenforceable in any respect shall itself be modified only to the extent necessary to bring the provision within the applicable requirements of the law.

IT IS SO AGREED:

Dated: _____, 2024

SARINA FELIX
Plaintiff and Class Representative

Dated: 2/15/2025

Raj Ghuman

GHUMAN DENTAL CORPORATION
Defendant
By: raj ghuman
Its: secretary

1 Dated: 2/15/2025

Raj Ghuman

2 GURJINDER GHUMAN
3 Defendant

4
5
6
7 **AGREED AS TO FORM:**
8

9 Dated: _____, 2024

10 _____
11 DAVID D. BIBIYAN
12 VEDANG PATEL

13 Attorneys for Plaintiff Sarina Felix on behalf of
14 herself and all others similarly situated

15 Dated: 02/17/2025

Young Choi

Young Choi (Feb 17, 2025 08:46 PST)

16 YOUNG W. CHOI
17 DENTAL & MEDICAL COUNSEL, PC
18 Attorneys for Defendants,
19 GHUMAN DENTAL CORPORATION
20 GURJINDER GHUMAN
21
22
23
24
25
26
27
28

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IT IS SO AGREED:

Dated: 19/02/2025,


Sarina Jacobson (Feb 19, 2025 17:31 PST)

SARINA FELIX
Plaintiff and Class Representative

Dated: _____, 2024

GHUMAN DENTAL CORPORATION
Defendant
By: _____
Its: _____

1 Dated: _____, 2024

2 _____
3 GURJINDER GHUMAN
4 Defendant

5
6
7 **AGREED AS TO FORM:**

8
9 Dated: 2/25/25, ~~2024~~

10 Vedang J. Patel
11 DAVID D. BIBIYAN
12 VEDANG PATEL
13 Attorneys for Plaintiff Sarina Felix on behalf of
14 herself and all others similarly situated

15 Dated: _____, 2024

16 _____
17 YOUNG W. CHOI
18 DENTAL & MEDICAL COUNSEL, PC
19 Attorneys for Defendants,
20 GHUMAN DENTAL CORPORATION
21 GURJINDER GHUMAN

Final Long Form Agreement

Final Audit Report

2025-02-17

Created:	2025-02-14
By:	Young Choi (yc@dmcounsel.com)
Status:	Signed
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"Final Long Form Agreement" History

-  Document created by Young Choi (yc@dmcounsel.com)
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-  Document emailed to Gurjinder Ghuman (rajghuman@gmail.com) for signature
2025-02-14 - 1:02:15 AM GMT
-  Document emailed to Young Choi (yc@dmcounsel.com) for signature
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-  Email viewed by Gurjinder Ghuman (rajghuman@gmail.com)
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-  Document e-signed by Gurjinder Ghuman (rajghuman@gmail.com)
Signature Date: 2025-02-15 - 4:57:01 PM GMT - Time Source: server
-  Document e-signed by Young Choi (yc@dmcounsel.com)
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