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9 **SUPERIOR COURT OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 SHIELA KEE and SILBIA GUTIERREZ and
12 Belinda LECHUGA, individually and on
13 behalf of all other similarly situated
employees,

14 Plaintiffs,

15 Vs.

16 DR. JEFFREY A. SALADIN, DENTAL
17 CORPORATION (D/B/A CHILDREN'S
18 CHOICE PEDIATRIC DENTAL CARE). a
California Corporation; CC AMULET
19 MANAGEMENT, LLC, a Delaware Limited
20 Liability Company; and DOES 1 to 100,
inclusive,

21 Defendants.
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Case No. 34-2020-00290072

CLASS ACTION

*Assigned for All Purposes to Hon. Lauri A.
Damrell, Department 28*

**DECLARATION OF MADELY NAVA OF
ILYM GROUP, INC., IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Reservation No. 2678139

Date: January 13, 2023
Time: 9:00 a.m.

Judge: Hon. Lauri A. Damrell
Dept.: 28

1 I, Madely Nava declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case
3 Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional settlement
4 services provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court
5 to serve as the Claims Administrator for the above captioned *Kee, et. al., v. Dr. Jeffrey A. Saladin, Dental*
6 *Corporation, et al.* matter. I am authorized to make this declaration on behalf of ILYM Group and myself.
7 I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify
8 competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund distribution
11 services for Class Actions ranging in size from 26 to 4.5 million Settlement Class Members.

12 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
13 appointed by the Court to provide notification services and claims administration, pursuant to the terms
14 of the Settlement, in the above referenced Action. Duties performed to-date and to be performed after
15 Final Approval of the Settlement is granted, include: (a) printing and mailing the *Notice of Proposed Class*
16 *Action and PAGA Settlement, and Hearing Date for Final Court Approval of Settlement* (referred to as
17 “Notice”); (b) receiving and processing requests for exclusion; (c) resolving Class Members’ disputes
18 over the number of workweeks Defendants have record of them working during the Class Period, which
19 was pre-printed on their individualized Notice; (d) calculating individual Claim Amounts; (e) processing
20 and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the
21 law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the
22 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks
23 as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

24 4. On September 21, 2022, ILYM Group received the Court approved text for the Notice from
25 Class Counsel. ILYM Group prepared a draft of the formatted Notice, which was approved by the Parties’
26 Counsel prior to mailing.

27 5. On September 30, 2022, ILYM Group received the class data file from Defendants’
28 Counsel, which contained the name, social security number, last known mailing address, and the total

1 number of applicable workweeks worked for each Class Member (“Class List”). The data file was
2 uploaded to our database and checked for duplicates and other possible discrepancies. The Class List
3 contained 1,362 individuals.

4 6. As part of the preparation for mailing, all 1,362 names and addresses contained in the Class
5 List were then processed against the National Change of Address (“NCOA”) database, maintained by the
6 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses of
7 the Class Members before mailing the Notice. The NCOA contains requested change of addresses filed
8 with the USPS. To the extent that an updated address was found in the NCOA database, the updated
9 address was used for mailing the Notice. To the extent that no updated address was found in the NCOA
10 database, the original address provided by Counsel for Defendants was used for the mailing of the Notice.

11 7. On October 14, 2022, the Notice was mailed, via U.S First Class Mail, to all 1,362
12 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the
13 mailed Notice.

14 8. As of the date of this declaration, 193 Notices have been returned to our office as
15 undeliverable. Of the 193 returned Notices, 8 were returned with a forwarding address and promptly re-
16 mailed to the forwarding address provided. ILYM Group performed a computerized skip trace on the
17 remaining 186 returned Notices that did not have a forwarding address, in an effort to obtain an updated
18 address for purpose of re-mailing. As a result of this skip trace process, 130 updated addresses were
19 obtained and the Notice was promptly re-mailed to those Class Members, via U.S First Class Mail.

20 9. As of the date of this declaration, a total of 138 Notices have been re-mailed. Specifically,
21 8 were re-mailed as a result of a forwarding address provided by the USPS, 130 have been re-mailed as a
22 result of ILYM Group’s skip tracing efforts.

23 10. As of the date of this declaration, a total of 55 Notices have been deemed undeliverable as
24 no updated address was found notwithstanding the skip tracing.

25 11. As of the date of this declaration, ILYM Group has received 4 requests for exclusion. The
26 deadline to request exclusion from the Settlement was November 28, 2022. The individuals who opted
27 out include Jordan Clark, Angelica Pickens, Brinda Wagner, and Stephanie Larson.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to submit a written objection to the Settlement was November 28, 2022.

13. As of the date of this declaration, ILYM Group will report a total of 1,358 Qualified Claimants, representing 99.71% of the 1,362 Class Members.

14. Qualified Claimants will receive a proportional share of the Net Settlement Amount through individual Claim Amounts, based on the number of Qualified Workweeks by Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel Fees and Litigation Costs, the Class Representative Enhancement Award, Claims Administration Fees to ILYM Group, and the PAGA allocation, e.g.,

Gross Settlement Amount	\$675,000.00
Class Counsel Fees (35%)	\$236,250.00
Class Counsel Expenses	\$10,628.17
Enhancement Payment (3)	\$45,000.00
ILYM Group Fees	\$13,690.28
LWDA	\$7,500.00
PAGA Allocation to Aggrieved Employees	\$2,500.00
Net Settlement Amount	\$359,431.55

15. To determine a Qualified Claimant's individual Claim Amount, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the Qualified Workweeks worked by each Qualified Claimant during the Class Period, to the total number of Qualified Workweeks worked by all Qualified Claimants during the Class Period. Based on these calculations, Qualified Claimants will receive an estimated average gross payment of \$266.50, with the estimated highest gross payment being \$1,713.01.

16. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for

1 completion of the settlement administration, are \$13,690.28. ILYM Group's work in connection with this
2 matter will continue with the calculation of the Claim Amounts, issuance and mailing of the settlement
3 award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties
4 mutually agree to and/or the Court orders ILYM Group to perform.

5 I declare under penalty of perjury under the laws of the State of California and the United States
6 that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed
7 this 14th day of December 2022, at Tustin, California.

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MADELY NAVA

EXHIBIT “A”

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

SHIELA KEE and SILBIA GUTIERREZ and
BELINDA LECHUGA, individually and on
behalf of all other similarly situated employees,

Plaintiffs,

vs.

DR. JEFFREY A. SALADIN, DENTAL
CORPORATION (D/B/A CHILDREN'S
CHOICE PEDIATRIC DENTAL CARE), a
California Corporation; CC AMULET
MANAGEMENT, LLC., a Delaware Limited
Liability Company; and DOES 1 to 100,
inclusive,

Defendants.

Case No. 34-2020-00290072

CLASS ACTION

**NOTICE OF PROPOSED CLASS ACTION
AND PAGA SETTLEMENT, AND HEARING
DATE FOR FINAL COURT APPROVAL OF
SETTLEMENT**

ATTENTION: All non-exempt employees who have worked, or continue to work, for Defendants in California from December 8, 2016 through August 30, 2022 (the “Class Members”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

Pursuant to an order from the Sacramento County Superior Court (“Court”) granting preliminary approval of this class action settlement, entered on September 16, 2022, you are receiving notice of a proposed class action and Private Attorneys General Act (“PAGA”) settlement between Plaintiffs Shiela Kee, Silbia Gutierrez, and Belinda Lechuga (“Plaintiffs” or “Class Representatives”), and Defendants Dr. Jeffrey A. Saladin, Dental Corporation (D/B/A Children's Choice Pediatric Dental Care), and CC Amulet Management, LLC., (“Defendants”) on behalf of Class Members as defined above. You are receiving this notice because Defendants' records indicate you fall within the definition of “Class Member.” Defendants' records also indicate that you worked «Class_Workweeks» weeks during the applicable Class Period (as defined below), which means your share of the settlement proceeds is estimated to be \$«Total_Estimated_Settlement_Amount». Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate, and the resolution of any workweek disputes as described in this notice. The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

This lawsuit was originally filed on December 8, 2020, in Sacramento County Superior Court. In the operative Complaint, Plaintiffs allege class action and PAGA claims against Defendants on behalf of themselves and Class Members. The term “Action” means this putative class action pending in Sacramento County Superior Court, Case No. 34-2020-00290072. The Class Period is December 8, 2016, through August 30, 2022 (the “Class Period”).

In the Action, Plaintiffs sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves, Class Members, and Aggrieved Employees. Plaintiffs alleged nine (9) causes of action against Defendants, including 1) Failure to Pay Overtime Wages, 2) Failure to Pay Minimum Wages, 3) Meal Period Violations, 4) Rest Period Violations, 5) Wage Statement Violations, 6) Waiting Time Penalties, 7) Failure to Reimburse Expenses, 8) Unfair Competition, and 9) PAGA claims based on the aforementioned Labor Code violations. Defendants have denied all of Plaintiffs' allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and

ILYM ID: «ILYMID»

all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide and PAGA settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Parties have entered into a Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement” or “Settlement”), which has been preliminarily approved by the Court. The Agreement applies to any and all Class Members as defined above. “Class Member” does not include persons who submit valid request to opt out (as explained below). If you are a Class Member, you have the opportunity to participate in the Settlement or to exclude yourself (“opt out”) from the settlement. This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Six Hundred Seventy-Five Thousand Dollars and Zero Cents (\$675,000.00) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed 35% of the Gross Settlement Amount which equals \$236,250.00, attorneys’ costs not to exceed \$15,000.00, Claims Administrator Costs estimated not to exceed \$30,000.00, \$15,000.00 to each Class Representative as an Enhancement Payment, and \$10,000.00 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$10,000.00 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees, which are defined as All non-exempt employees who have worked, or continue to work, for Defendants in California from September 30, 2019, to August 30, 2022.

The number of weeks you worked during the Class Period and your estimated share of the Net Settlement Amount and PAGA Payment (“Claim Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by participating Class Members, the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claims.

B. Claim Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Claim Amounts through the Claims Administrator, as described below, to each Class Member who does not opt out of the settlement and to Aggrieved Employees. All Claim Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Claim Amounts payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Class Members who do not opt out and Aggrieved Employees will not require the submission of a claim form. Each Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. Receipt of the Claim Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Claims Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Claims Administrator. Defendants' records and any additional evidence will be reviewed by the Claims Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the

dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than November 28, 2022. The dispute will be resolved by the Claims Administrator based on the records and evidence provided. The Claims Administrator's decision on all disputes will be final and binding.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released any and all claims contained in the Complaint and the PAGA Letters filed with the LWDA by Plaintiffs, and any additional wage and hour claims that could have been brought based on the facts alleged in the Complaint and the PAGA Letters filed with the LWDA by Plaintiffs, through the Class Period. This release excludes the release of claims not permitted by law. The Qualified Claimant's Released Claims exclude claims for workers' compensation or unemployment insurance benefits.

Aggrieved Employees will be deemed to have released any and all claims that were brought under the Private Attorneys General Act, Labor Code §§ 2698 et seq., contained in the Complaint and the PAGA Letters filed with the LWDA by Plaintiffs, and any additional wage and hour PAGA claims that could have been brought based on the facts alleged in the Complaint and the PAGA Letters filed with the LWDA by Plaintiffs during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") include Defendants, as well as each of their officers, directors, members, partners, owners, shareholders, agents, managing agents, insurers, assigns, predecessors, successors, parent companies and organizations, and any other entity which Plaintiffs, individually on behalf of themselves and on behalf of all Class Members and PAGA Members, might claim are responsible for the damages sought in the Action.

Class Members can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if Class Members have questions about the released claims and what they mean.

E. Attorneys' Fees and Costs

Class Counsel will seek \$236,250.00 for attorney's fees, and costs not to exceed \$15,000, as approved by the Court. Class Counsel's attorneys' fees and costs will be paid and deducted from the Gross Settlement Amount.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement

If you wish to participate in the settlement and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement

If you do not wish to participate in the settlement, you may be excluded (*i.e.*, "opt out") by submitting a timely written request to the Claims Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the settlement, and/or wants to be excluded from this settlement; (c) identify the case name and number (*i.e.* *Kee v. Dr. Jeffrey A. Saladin, Dental Corporation, et al.*, 34-2020-00290072); (d) be signed; and (e) be post-marked no later than November 28, 2022. The request to opt out must be signed, dated and mailed by First Class U.S. Mail or the equivalent, to:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

If you submit a request to opt out which is not postmarked by November 28, 2022, your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. If the request to opt out is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Claims Administrator, no longer be a Class Member and will not receive their share

of the class settlement payment. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the settlement, you can object to the terms of the Agreement. However, if the Court rejects your objection, you will still be bound by the terms of the Agreement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including any legal analysis and/or supporting documentation; (d) identify the case name and number (*i.e. Kee v. Dr. Jeffrey A. Saladin, Dental Corporation, et al.*, 34-2020-00290072) (e) be signed; and (f) be post-marked no later than November 28, 2022. The objection must be sent to the Claims Administrator at the address identified in section III.B and to counsel for Plaintiffs and Defendants at the addresses identified in section VI of this notice.

If you have submitted a written objection as outlined above, you may also appear at the Final Approval Hearing, either in person or through your own attorney, to state your objection. However, you should file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiffs and Defendants. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

After final approval of the settlement has been granted by the Court, each and every Class Member who does not opt out of the settlement and Aggrieved Employee, will release Defendants and the Released Parties from the released claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the settlement, you will be deemed to have entered into this release and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this settlement. If the settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 28, 720 9th St, Sacramento, CA 95814, on January 13, 2023, at 9:00 a.m. to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs. The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
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Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiffs

Kimberly A. Lucia
Kendall C. Fisher-Wu
Bruce M. Timm
Boutin Jones, Inc.
555 Capitol Mall, Suite 1500
Sacramento, CA 95814
Telephone: (916) 321-4444
Fax: (916) 441-7597
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL (888) 250-6810.

BY ORDER OF THE COURT