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Attorneys for Plaintiffs SHIELA KEE, SILBIA GUTIERREZ,
and BELINDA LECHUGA individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
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

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

**EXHIBIT LIST AND EXHIBITS IN SUPPORT
OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No. 2662199

Date: September 16, 2022

Time: 9:00 a.m.

Filed: December 8, 2020

FAC Filed: March 2, 2021

Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiffs' Operative Complaint
C	Plaintiffs' Letter to the LWDA Regarding PAGA Claims
D	ILYM Group, LLC Quote
E	Plaintiffs' Itemized Costs
F	Proposed Notice of Settlement
G	Proof of Submission of Proposed Settlement Agreement to LWDA

Dated: August 8, 2022

Shimoda & Rodriguez Law, PC

By: _____

Galen T. Shimoda
Justin P. Rodriguez
Attorneys for Plaintiffs

EXHIBIT A

Galen T. Shimoda (Cal. State Bar No. 226752)
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Attorneys for DR. JEFFREY A. SALADIN, DENTAL CORPORATION(D/B/A CHILDREN'S
CHOICE PEDIATRIC DENTAL CARE), and CC AMULET MANAGEMENT, LLC.

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Case No.: 34-2020-00290072

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Filed: December 8, 2020

FAC Filed: March 2, 2021

Trial Date: None Set

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiffs Shiela Kee, Silbia Gutierrez, and Belinda Lechuga (“Plaintiffs”), on
3 behalf of themselves, the Labor and Workforce Development Agency, Class Members, and Aggrieved
4 Employees, and Defendants Dr. Jeffrey A. Saladin, Dental Corporation(D/B/A Children's Choice
5 Pediatric Dental Care), and CC Amulet Management, LLC., (“Defendants”). This Agreement is subject
6 to the terms and conditions set forth below and the approval of the Court.

7 **1. DEFINITIONS**

8 The following terms, when used in this Agreement, have the following meanings:

9 1.1 “Action” means the above stated lawsuit, *Kee v. Dr. Jeffrey A. Saladin, Dental*
10 *Corporation, et al.*, Sacramento County Superior Court, Case No. 34-2020-00290072, filed December 8,
11 2020.

12 1.2 “Aggrieved Employee(s)” means All non-exempt employees who have worked, or
13 continue to work, for Defendants in California from September 30, 2019 during the PAGA Claim Period.

14 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation
15 Regarding Class Action and PAGA Settlement and Release.

16 1.4 “Claim Amount” means an individual Qualified Claimant’s and Aggrieved Employee’s
17 allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in Sections 1.21,
18 1.25, 5.5, and 5.8.

19 1.5 “Claims Administrator” means and refers to ILYM Group, LLC, the third-party entity that
20 will administer the Agreement as outlined in Sections 4 and 7, or any other third-party class action
21 settlement claims administrator agreed to by the Parties and approved by the Court for the purposes of
22 administering this Agreement. The Parties each represent that they do not have any financial interest in
23 the Claims Administrator or otherwise have a relationship with the Claims Administrator that could create
24 a conflict of interest.

25 1.6 “Claims Administrator Costs” means the fees and expenses reasonably incurred by the
26 Claims Administrator as a result of the procedures and processes expressly required by this Agreement,
27 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
28 preparation, custodial fees, and accounting fees incurred by the Claims Administrator; all costs and fees

1 associated with preparing, issuing and mailing any and all notices and other correspondence to Class
2 Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class
3 Members and/or Aggrieved Employees, Class Counsel, and Defendants' Counsel; all costs and fees
4 associated with computing, processing, reviewing, and paying the Claim Amounts, and resolving disputes;
5 all costs and fees associated with calculating tax withholdings and payroll taxes, if any, making related
6 payment to federal and state tax authorities, if any, and issuing tax forms relating to payments made under
7 the Agreement; all costs and fees associated with preparing any tax returns and any other filings required
8 by any governmental taxing authority or agency; all costs and fees associated with preparing any other
9 notices, reports, or filings to be prepared in the course of administering Claim Amounts; and any other
10 costs and fees incurred and/or charged by the Claims Administrator in connection with the execution of
11 its duties under this Agreement.

12 1.7 “Class Counsel” means Galen T. Shimoda and Justin P. Rodriguez of Shimoda &
13 Rodriguez Law, PC.

14 1.8 “Class Member(s)” means all non-exempt employees who have worked, or continue to
15 work, for Defendants in California from December 8, 2016 through either (i) the Preliminary Approval
16 Date; or (ii) sixty (60) days after this Agreement is fully executed, whichever is earlier.

17 1.9 “Class Period” means December 8, 2016 through the Preliminary Approval Date.

18 1.10 “Class Representatives” means Plaintiffs Shiela Kee, Silbia Gutierrez, and Belinda
19 Lechuga.

20 1.11 “Class Representatives' Released Claims” means all claims arising from, could have been
21 asserted, or related in any way to the Class Representatives' employment with Defendants, under federal,
22 state, or local laws, and/or ordinances, or tort or contract theories, including, without limitation, claims
23 under the Civil Rights Act of 1964, Title VII, the California Fair Employment and House Act, the
24 Americans with Disabilities Act and all amendments thereto, the Age Discrimination in Employment Act,
25 the Older Workers Benefit Protection Act, ERISA, the Family and Medical Leave Act, the California
26 Family Rights Act, the Fair Labor Standards Act, the California Labor Code, the Industrial Welfare
27 Commission Wage Orders, and the California Business and Professions Code, whether known or
28 unknown, and whether anticipated or unanticipated, including without limitation statutory, constitutional,

contractual or common law claims for lost wages, unpaid wages, emotional distress, punitive damages, special damages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, equitable relief or other similar relief or claims. The Class Representatives' Released Claims exclude claims for workers' compensation, unemployment insurance benefits, or other claims that cannot be released as a matter of law.

1.12 "Complaint" means the operative Complaint on file in the Action with the Court.

1.13 "Court" means the Sacramento County Superior Court.

1.14 "Defendants" means Dr. Jeffrey A. Saladin, Dental Corporation (D/B/A Children's Choice Pediatric Dental Care), and CC Amulet Management, LLC.

1.15 "Defendants' Counsel" means Boutin Jones, Inc.

1.16 "Enhancement Payment" means the amount approved by the Court to be paid to the Class Representatives in recognition of the time and effort expended on behalf of Class Members for the benefit of Class Members, which is in addition to any Claim Amount paid to the Class Representatives as a Qualified Claimant.

1.17 "Effective Date" means the Final Approval Date unless there is a timely objection lodged that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day after a signed order approving this settlement has been filed provided no appellate proceeding having been filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been finally dismissed with no material change to the terms of this settlement and there is no right to pursue further remedies or relief, whichever is later.

1.18 "Final Approval Date" means the date a signed order granting final approval of this Agreement is filed with the Court.

1.19 "Gross Settlement Amount" is the sum of Six Hundred Seventy-Five Thousand Dollars and Zero Cents (\$675,000.00).

1.20 "LWDA" means the California Labor and Workforce Development Agency.

1.21 "Net Settlement Amount" is the portion of the Gross Settlement Amount available for distribution to Qualified Claimants, as described in this Agreement, after deduction of Class Counsel's

attorneys' fees and litigation costs, Claims Administrator Costs, the PAGA Payment, and Enhancement Payments to the Class Representatives.

1.22 "Notice of Settlement" means the document substantially in the form attached hereto as Exhibit 1.

1.23 "Notice Period" means forty-five (45) calendar days from the initial mailing of the Notice of Settlement to Class Members and Aggrieved Employees.

1.24 "PAGA" means Private Attorneys General Act.

1.25 "PAGA Payment" means the amount allocated from the Gross Settlement Amount towards resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

1.26 "PAGA Claim Period" means September 30, 2019 to either (i) the Preliminary Approval Date; or (ii) sixty (60) days after this Agreement is fully executed, whichever is earlier.

1.27 "Parties" mean Defendants and Plaintiffs.

1.28 "Preliminary Approval Date" means the date a signed order granting preliminary approval of this Agreement is filed with the Court.

1.29 "QSF" means a Qualified Settlement Fund set up by the Claims Administrator for the benefit of the Qualified Claimants and/or Aggrieved Employees and from which the payments under this Agreement shall be made. Any amounts Defendants have agreed to pay under this Agreement shall remain the property of Defendants until the payments required under the Agreement are made.

1.30 "Qualified Claimant" means any and all Class Members who have not made any timely request to opt-out of the Agreement.

1.31 "Qualified Claimant's Released Claims" means 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. This release will cover all Class Members who do not opt out.

1.32 “Qualifying Workweeks” are weeks worked by Class Members and/or Aggrieved Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For each Class Member, workweeks shall be defined as the total number of weeks in which the Class Member worked any day in California during the Class Period. For Aggrieved Employees workweeks shall be defined as the total length of service (in days) in California during the PAGA Claim Period divided by seven. The calculation of a Class Member’s and/or Aggrieved Employee’s workweeks and a determination as to whether a Class Member and/or Aggrieved Employee was actively employed in California in a particular workweek shall be construed from Defendants' records.

1.33 “Released PAGA Claims” means 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.

1.34 “Released Parties” means 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.

2. DESCRIPTION OF THE LITIGATION

2.1 On or about September 30, 2020 and February 18, 2021, Plaintiffs sent notices to the LWDA to exhaust administrative remedies under the PAGA for the PAGA claims asserted in the Complaint. The LWDA did not respond to the notice within the statutorily required time frame and, as such, Plaintiffs became authorized to act as a Private Attorneys General on all alleged PAGA claims.

2.2 On or about December 8, 2020, Plaintiff Shiela Kee filed a single cause of action PAGA Complaint in Sacramento County Superior Court. Plaintiffs filed a First Amended Complaint that included class action claims as well as Plaintiff Silbia Gutierrez and Belinda Lechuga as named representatives on approximately March 2, 2021. The causes of action included (1) failure to pay overtime wages, (2) Failure to Pay Minimum Wages, (3) Meal period Violations, (4) Rest Period Violations, (5),

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1 Wage Statement violations, (6) Waiting Time Penalties, (7) Failure to Reimburse Expenses, (8) Unfair
2 Competition, and (9) Private Attorneys General Act claims.

3 2.3 Through informal discovery, Defendants and Defendants' Counsel provided Class
4 Counsel with copies of all applicable versions of its policies and procedures, employee handbooks,
5 information on Class Members including, but not limited to, Class Members' workweeks, dates of
6 employment, total number of Class Members, their rates of pay, and pay periods as well as timecard data
7 and payroll reports for a randomly selected sample of Class Members.

8 2.4 On August 10, 2021, the Parties participated in a lengthy mediation with private mediator
9 Kelly A. Knight, Esq. At the conclusion of the mediation, the Parties were unable to come to a resolution.
10 Through continued negotiations that included direct conversations between counsel as well as discussions
11 facilitated by Mr. Knight, the Parties were ultimately able to come to a resolution. At all times, the Parties'
12 settlement negotiations have been non-collusive, adversarial, and at arm's length.

13 2.5 Discussions between Plaintiffs and Class Counsel, between counsel for the Parties,
14 document productions, extensive legal analysis, the provision of information by Defendants to Plaintiffs
15 and the detailed analysis of the records, including expert analysis, have permitted each side to assess the
16 relative merits of the claims and the defenses to those claims.

17 2.6 In the Action, Plaintiffs contends that Defendants violated California law by 1) failing to
18 properly pay overtime and premium pay, including due to Defendants' alleged failure to incorporate non-
19 discretionary remuneration (bonuses) into the Regular Rate of Pay; 2) failing to provide rest periods in
20 compliance with California law and pay adequate premiums in lieu thereof; 3) failing to provide all meal
21 periods and pay adequate premiums in lieu thereof; 4) failing to pay employees for all hours worked due
22 their failure to pay for time employees spent waiting to clock into work and working "off-the-clock"; 5)
23 failing to pay reimbursements for business-related cell phone use and mileage for work-related travel; and
24 6) failing to accurately itemize the hours and wages earned on paystubs issued to class members. The
25 waiting time penalties, unfair competition, and PAGA claims are derivative of these violations.
26 Defendants have denied each of Plaintiffs' claims and Defendants have denied that this Action is
27 appropriate for class certification for anything other than settlement purposes. The agreed upon Gross
28 Settlement Amount was reached after evaluating the Parties' theories of potential exposure for the

underlying claims and the class data supporting these claims. The Parties, with the assistance of the mediator, also assessed appropriate discounts to the potential liability based on Defendants' factual and legal contentions and defenses, including, but not limited to, defenses related to the existence of arbitration agreements with class action waivers.

2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery and the information exchanged to date, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.

3. THE CONDITIONAL NATURE OF THIS AGREEMENT

3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a conditional basis. If the Court does not enter an order granting final approval of the Agreement, or if the Court's approval of the settlement is reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties, interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or

the Final Approval Date does not occur, Defendant does not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

4. SCOPE OF THE CLASS

4.1 The scope of the class of individuals encompassed under the Agreement, who are entitled to all benefits as authorized under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Class Members as defined in Section 1.8 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth in Section 7.5.1.

4.2 Individuals entitled to recover under this Agreement will include only those individuals who are identified as being within the scope of this Agreement under Section 4.1.

4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name did not appear on the class list provided to the Claims Administrator prior to mailing, may submit a data request to the Claims Administrator. The data request must contain all of the following information: (a) the full name and, if applicable, Social Security Number of the individual making the request; (b) the name used by such employee as of the time his or her employment with Defendants ended; (c) the years during which such employee was employed with Defendants; and (d) a return address to which a response may be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or otherwise submitted to the Claims Administrator such that it is received before the conclusion of the Notice Period. Upon receipt of any data requests, the Claims Administrator shall promptly (in no event more than two business days) transmit the data requests to Defendants' Counsel and request that Defendants review their records.

4.4 If Defendant does agree that the person listed in a data request is a Class Member and/or Aggrieved Employee, the Claims Administrator shall promptly mail a Notice of Settlement to the person who submitted the data request, at the address designated for that purpose in the data request. All provisions of this Agreement relating to the Notice of Settlements shall apply to Notice of Settlements

1 sent in response to data requests, and any person who submits a data request and is sent a Notice of
2 Settlement in response shall be treated by the Claims Administrator as a Class Member and/or Aggrieved
3 Employee for all other purposes.

4 4.5 If Defendant does disagree that the person listed in a data request is a Class Member and/or
5 Aggrieved Employee, Defendants' Counsel and Class Counsel shall attempt to resolve any such dispute
6 in good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request
7 dispute. Defendants' records shall control unless the individual submitting the data request provides
8 persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendants'
9 Counsel and Class Counsel cannot timely resolve shall be resolved by the Claims Administrator. The
10 Claims Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve
11 the dispute. The Claims Administrator must resolve any dispute submitted to it within seven (7) calendar
12 days after Defendants' Counsel and Class Counsel submit the dispute to the Claims Administrator. The
13 decision by the Claims Administrator shall be final and there shall be no right of appeal.

14 **5. TERMS OF THE SETTLEMENT**

15 The Parties agree as follows:

16 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in
17 Section 6, Defendants shall pay the Gross Settlement Amount (\$675,000.00). Funding of the Gross
18 Settlement Amount shall occur within 21 calendar days after the Effective Date to be held in trust in a
19 QSF by the Claims Administrator. The Gross Settlement Amount includes payments to Qualified
20 Claimants, Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to the Action
21 incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering
22 the Agreement (including Claims Administrator Costs), and obtaining final approval of the Agreement,
23 the Enhancement Payment to the Class Representatives and the PAGA Payment. Any monies necessary
24 to satisfy Defendants' tax obligations (e.g. employer FICA, FUTA and SDI contributions on wage
25 payments) on any monies distributed to Qualified Claimants will be paid in addition to the Gross
26 Settlement Amount.

27 5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of
28 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendants

1 have agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the
2 35% threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not
3 to exceed \$15,000.00, which shall be paid from the Gross Settlement Amount. Defendants have agreed
4 to not oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they
5 do not exceed the \$15,000.00 threshold. The Claims Administrator will issue Class Counsel an IRS Form
6 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less
7 than the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class
8 Counsel shall be added to the Net Settlement Amount to be distributed to Qualified Claimants on a pro
9 rata basis.

10 5.3 Claims Administrator Costs: The Claims Administrator Costs shall be paid from the Gross
11 Settlement Amount and shall not exceed \$30,000.00. The difference between any actual costs and the
12 allocated \$30,000.00 shall be added to the Net Settlement Amount to be distributed to Qualified Claimants
13 on a pro rata basis.

14 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiffs, shall apply to the Court for
15 an Enhancement Payment to the Class Representatives in an amount not to exceed Fifteen Thousand
16 Dollars (\$15,000.00) each to compensate for the risks, time, and expense of their involvement in the
17 Action and securing the benefits of this Agreement for Class Members. The Enhancement Payment is in
18 addition to the Claim Amount Plaintiffs would otherwise be due under the Agreement as a Qualified
19 Claimant. Defendants have agreed to not oppose Class Counsel's request for an Enhancement Payment
20 to Plaintiffs so long as it does not exceed the amount stated herein. The Enhancement Payment will be
21 designated as a non-wage payment and reported on an IRS Form 1099-MISC. In the event that the Court
22 awards less than the Enhancement Payment amount requested, then any portion of the requested amount
23 not awarded to the Class Representatives shall be added to the Net Settlement Amount to be distributed
24 to Qualified Claimants on a pro rata basis.

25 5.5 PAGA Payment: Ten Thousand Dollars (\$10,000.00) of the Gross Settlement Amount
26 shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment
27 will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro
28 rata basis as described below in Section 5.8. Any amount not approved by the Court for the allocated

1 PAGA Payment shall be added to the Net Settlement Amount to be distributed to Qualified Claimants on
2 a pro rata basis.

3 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or
4 PAGA Payment allocated to Qualified Claimants and/or Aggrieved Employees that were not claimed by
5 cashing their respective settlement checks before the deadline to do so, that remaining amount shall be
6 donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights. No portion of
7 the Gross Settlement Amount will revert to Defendants for any reason.

8 5.7 No Additional Benefits Contributions: All Claim Amounts paid to Qualified Claimants
9 and Aggrieved Employees shall be deemed to be income solely in the year in which such amounts were
10 actually received. It is expressly understood and agreed that the receipt of such Claim Amounts will not
11 entitle any Qualified Claimant or Aggrieved Employee to any new or additional compensation or benefits
12 under any company bonus or other compensation or benefit plan or agreement in place during the period
13 covered by the Agreement, nor will it entitle any Qualified Claimant Aggrieved Employee to any increased
14 retirement, 401(k) and/or 403(b) benefits or matching benefits, or deferred compensation benefits. It is
15 the intent of this Agreement that the Claim Amounts provided for in this Agreement are the sole payments
16 to be made by Defendants to the Qualified Claimants and Aggrieved Employees in connection with this
17 Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan
18 document that might have been in effect during the period covered by this Agreement).

19 5.8 Pro Rata Distribution Formula: Payment to Qualified Claimants and Aggrieved
20 Employees of their Claim Amount will not require the submission of a claim form. A Net Settlement
21 Amount will be determined by subtracting from the Gross Settlement Amount any amounts for approved
22 attorneys' fees and costs, any Enhancement Payment to the Class Representatives, the Claims
23 Administrator Costs, and the PAGA Payment. Each Class Member's share will be determined by dividing
24 their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks by all Class
25 Members. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class
26 Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25%
27 portion of the PAGA Payment will be determined by dividing their total Qualifying Workweeks within
28 the PAGA Claim Period by the total Qualifying Workweeks by all Aggrieved Employees within the

1 PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to
2 arrive at the Aggrieved Employee's individual share.

3 5.9 Tax Allocation: The Parties recognize that the Claim Amounts to be paid to Qualified
4 Claimants and/or Aggrieved Employees reflect a settlement of a dispute over claimed penalties and wages.
5 The Claims Administrator shall calculate the employer's share of payroll taxes on the amounts paid to
6 Qualified Claimants as wages as well as calculating all required withholdings and deductions from said
7 wage payments. The characterization of Claim Amounts to Qualified Claimants and Aggrieved
8 Employees are as follows:

9 5.9.1 One-third (1/3) of each Qualified Claimants' Claim Amount shall be allocated for
10 payment of disputed wages and shall be subject to required employer taxes. Qualified Claimants shall
11 receive an IRS Form W-2 for reporting of this portion of their Claim Amount.

12 5.9.2 Two-thirds (2/3) of each Qualified Claimants' Claim Amount shall be allocated for
13 disputed statutory penalties and interest, and no amount shall be deducted for any taxes. This portion of
14 the Claim Amount consists of other income, not wages, for which the Qualified Claimants shall receive
15 an IRS Form 1099-MISC.

16 5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the
17 PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted
18 for any taxes. This portion of the Claim Amount consists of other income, not wages, for which the
19 Aggrieved Employees shall receive an IRS Form 1099-MISC.

20 5.10 Qualified Claimants and Aggrieved Employees shall be solely responsible for the reporting
21 and payment of their share of any federal, state and/or municipal income or other taxes on payments made
22 pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants' Counsel free and
23 harmless from any claims resulting from treatment of such payments as non-taxable, including the
24 treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.
25 No party has made any representation to any of the other Parties as to the taxability of any payments
26 pursuant to this Agreement, including the payments to Qualified Claimants, the payments to Aggrieved
27 Employees, the payments to Class Counsel, the payments to the Class Representatives, the payroll tax
28 liability of Defendants, or the allocation of the Net Settlement Amount or PAGA Payment to wage and

non-wage income as provided in this Section, or otherwise as to tax implications of any provision of this Agreement.

5.11 No Additional Contribution by Defendants: Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless expressly provided otherwise herein. However, in the event this agreement is deemed null and void as described in Section 3 because the Court, in its independent determination, finds that the Agreement does not meet the standards for settlement approval, then Defendants and Plaintiffs shall be equally responsible for the costs of the Claims Administrator incurred between the date the Agreement was executed and the date of such event.

5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement only, certification of the class as defined in Section 1.8 and 4.1 is appropriate and the requisites for establishing class certification have been met and are met.

5.13 Adequacy of Class Counsel and Class Representatives: The Parties agree that, for purposes of settlement only, Class Counsel and Plaintiffs are adequate representatives for Class Members and Aggrieved Employees.

6. RELEASE

6.1 Release of Claims by Qualified Claimants: Upon the Effective Date, all Qualified Claimants will be deemed to fully, finally and forever release Qualified Claimant's Released Claims as to all Released Parties. In addition, on the Effective Date, all Qualified Claimants and their successors in interest will be permanently enjoined and forever barred from prosecuting any of Qualified Claimant's Released Claims against any of the Released Parties.

6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA Claims against any of the Released Parties.

6.3 Release by Plaintiffs: Upon the Effective Date, Plaintiffs will be deemed to fully, finally and forever release the Qualified Claimant's Released Claims, Released PAGA Claims, and Class Representatives' Released Claims as to all Released Parties. In addition, on the Effective Date, Plaintiffs and any successors in interest will be permanently enjoined and forever barred from prosecuting any of the Qualified Claimant's Released Claims, Released PAGA Claims, and Class Representatives' Released Claims against any of the Released Parties. Plaintiffs agree not to sue or otherwise make a claim against any of the Released Parties that is in any way related to the Qualified Claimant's Released Claims, Released PAGA Claims, and Class Representatives' Released Claims to the maximum extent permitted by law. Plaintiffs' releases include any unknown claims the Plaintiffs do not know or suspect to exist in their favor at the time of the releases, which, if known, might have affected Plaintiffs' entitlement with, and release of, the Released Parties. With the releases given by Plaintiffs herein, each Plaintiff stipulates and agrees that they shall be deemed to have, and by operation of Final Approval of this Agreement shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which states:

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

7. SETTLEMENT ADMINISTRATION

7.1 Duties of Claims Administrator: The Claims Administrator shall be responsible for: 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are valid; 2) calculating estimated Claim Amounts and any and all taxes associated with the Claim Amounts, including Employer taxes; 3) taking appropriate steps to trace and locate any individual Class Members and Aggrieved Employee whose address or contact information as provided to the Claims Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class Members; 4) providing notification to the appropriate state and federal officials of this Agreement as required under the law; 5) receiving, independently reviewing, and resolving any challenges (in consultation with Class Counsel and Defendants' Counsel) from Class Members or Aggrieved Employees, including any associated

documentation, regarding their Qualified Workweek calculations; 6) receiving and serving on Class Counsel, Defendants' Counsel, and the Court, copies of any written objections, and/or any opt out statements; 7) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Class Members and/or Aggrieved Employees; 8) maintaining a QSF; 9) determining and paying the final amounts due to be paid under the Agreement after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees and costs, Claims Administrator Costs, PAGA Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability to locate Class Members or Aggrieved Employees; 10) determining the validity of any disputes or late opt-outs by previously unidentified Class Members or Aggrieved Employees; 11) paying any residual funds from uncashed checks; 12) reporting to Class Counsel and Defendants' Counsel regarding the statistics of the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final statistics of the administration and compliance with all payment obligations under the Agreement; 14) completing all necessary tax reporting on the QSF and payment of the Claim Amounts to Qualified Members and Aggrieved Employees; and 15) carrying out other related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to the Claims Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

7.2 Notice to Class Members and Aggrieved Employees: The Notice of Settlement will provide Class Members and Aggrieved Employees with a summary of the terms and conditions of the Agreement, how to participate in the settlement, how to object to the Agreement, how to dispute the individual's Qualifying Workweeks, and how to opt-out from the Agreement. The Notice of Settlement will also inform Class Members and Aggrieved Employees of the Gross Settlement Amount, Net

1 Settlement Amount, proposed attorneys' fees and costs allocations, any proposed Enhancement Payments,
2 proposed Claims Administrator Cost allocations, proposed PAGA Payment allocations, the scope of the
3 class, the nature and extent of the released claims, dates set for a fairness hearing and hearing on Class
4 Counsels' motion for attorneys' fees and costs. The Notice of Settlement shall include information
5 regarding Class Member's and Aggrieved Employee's estimated Claim Amount. The Notice of
6 Settlement will provide information on how to access electronic copies online of the Notice of Settlement,
7 any motions for approval of the Agreement, any motions for approval of attorneys' fees and costs, and
8 any other documents as the Court directs. The Notice of Settlement is attached hereto as Exhibit 1.

9 7.3 Class Member Data and Mailing: No later than fourteen (14) calendar days after the
10 Preliminary Approval Date, Defendants shall provide the Claims Administrator with the name, last known
11 mailing address, last known telephone number, Social Security Number, start and end date of employment
12 (if any) of each Class Member and Aggrieved Employee, the number of Qualifying Workweeks for each
13 Class Member, and any other information the Claims Administrator needs to effectuate notice to Class
14 Members and Aggrieved Employees as outlined herein. The Claims Administrator shall review the data
15 to determine the number of Qualifying Workweeks for each Class Member and Aggrieved Employee. No
16 later than fourteen (14) calendar days after receipt of such address information, the Claims Administrator
17 will perform a national change of address ("NCOA") search, update the addresses per the results of the
18 NCOA search, and then mail the Notice of Settlement, substantially in the form attached as Exhibit 1, to
19 each Class Member and Aggrieved Employee by first-class mail, postage prepaid. The Claims
20 Administrator shall maintain all information received from Defendants confidential to itself, and
21 Defendants' Counsel. However, Class Counsel shall be able to review the breakdown of Qualified
22 Workweeks and estimated Claim Amounts for Class Members and Aggrieved Employees prior to mailing
23 for quality assurance provided the personal identifying information is redacted and/or omitted.

24 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement
25 is returned to the Claims Administrator as undeliverable on or before the conclusion of the Notice Period,
26 the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5) calendar
27 days. If no forwarding address is provided, then the Claims Administrator shall promptly attempt to
28 determine a correct address using a skip-trace, computer or other search using the name, address and/or

1 Social Security number of the individual involved, and shall then perform a single re-mailing within five
2 (5) calendar days to any more recent address found as a result of the search. Following each search that
3 does not result in a corrected address, for those Class Members who appear to be current employees of
4 Defendants at the time of the Preliminary Approval Date, the Claims Administrator shall contact
5 Defendants' Counsel for assistance and Defendants shall cooperate in good faith with the Claims
6 Administrator's reasonable efforts to obtain valid mailing addresses for Class Members to the extent they
7 are active employees of Defendants. In the event the Notice of Settlement is forwarded to a new address
8 and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out,
9 a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-
10 mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are
11 followed and the Class Member does not timely and properly request to opt-out, the Class Member shall
12 be bound by all terms of the Agreement, including the releases contained in Section 6.

13 7.5 Responses to Notice of Settlement:

14 7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish
15 to exclude themselves from the Agreement must submit a request to opt-out as provided in this Section.
16 The request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that
17 he or she does not want to be a Class Member, does not want to participate in the settlement, and/or wants
18 to be excluded from the settlement; (c) identify the case name and number (*i.e. Kee v. Dr. Jeffrey A.*
19 *Saladin, Dental Corporation, et al.*, 34-2020-00290072); (d) be signed; and (e) be post-marked no later
20 than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Class
21 Member must personally sign the request to opt-out. No request to opt-out may be made on behalf of a
22 group of Class Members. The date of the postmark on the return-mailing envelope shall be the exclusive
23 means used to determine whether a request to opt-out has been timely submitted. Any Class Member who
24 requests to opt-out of the Agreement will not be entitled to any benefit of the Agreement or any portion
25 of the Net Settlement Amount, will not be bound by the Agreement, nor will they have any right to object,
26 appeal or comment thereon. Class Members who fail to submit a valid and timely request to opt-out shall
27 be bound by all terms of the Agreement and any order or final judgment thereon, regardless of whether
28 they otherwise have requested to opt-out of the Agreement. Aggrieved Employees cannot opt out of this

1 Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt
2 out of being a Class Member.

3 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out but who wishes
4 to object to this Agreement or otherwise to be heard concerning this Agreement shall send their written
5 objections to the Claims Administrator and also serve copies of the objections on Class Counsel and
6 Defendants' Counsel. The Notice of Settlement shall make clear that the Court can only approve or deny
7 the Agreement, not change the terms of the Agreement. The objection must (a) state the Class Member's
8 full name and date of birth; (b) provide evidence that the individual is, in fact, a Class Member; (c) state
9 the reasons for the objection(s), including any legal analysis and/or supporting documentation; (d) identify
10 the case name and number (*i.e. Kee v. Dr. Jeffrey A. Saladin, Dental Corporation, et al.*, 34-2020-
11 00290072) (e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period or the
12 re-mailing timeline stated in Section 7.4. The objecting Class Member must also file a notice of intent to
13 appear with the Court and serve the notice on Class Counsel and Defendants' Counsel, if they intend to
14 appear at the final approval hearing.

15 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
16 Workweeks on the Notice of Settlement shall contact the Claims Administrator. The dispute must (a)
17 identify the nature of the dispute; (b) provide any information or documentation supporting the dispute;
18 (c) be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing
19 timeline stated in Section 7.4. The Claims Administrator shall promptly (in no event more than two
20 business days) forward all such disputes to Defendants' Counsel and request that Defendants review the
21 dispute. Defendants' records shall presumptively control unless the Class Member can produce
22 documentation evidencing other periods of employment worked. If Defendant does agree with submitted
23 information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with
24 their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that
25 Class Member's Claim Amount. If Defendant does not agree with the submitted information, Defendants'
26 Counsel will promptly advise Class Counsel of the dispute, which includes turning over any
27 documentation submitted by the Class Member as part of the dispute. Defendants' Counsel and Class
28 Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class

Counsel being advised of the dispute. Each dispute that Defendants' Counsel and Class Counsel cannot timely resolve shall be resolved by the Claims Administrator or Court.

7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out, objection, or dispute is received on or before the conclusion of the Notice Period, the Claims Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency letter, whichever is later.

7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class Counsel or Defendants' Counsel to provide notice of the proposed Agreement.

7.7 Claims Administrator Declaration Regarding Notice Period: Within fourteen (14) calendar days after the conclusion of the Notice Period, the Claims Administrator shall provide Class Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the statistics and responses of settlement administration to date and all the Claims Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

7.8 Claims Administrator Payments to Qualified Claimants, Class Counsel and Plaintiffs: Within seven (7) calendar days after the Effective Date and the Court's determination of the amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to Plaintiffs, the PAGA Payment, and Claims Administrator Costs, the Claims Administrator shall calculate the final Net Settlement Amount, the final Claim Amounts for Qualified Claimants and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations Class Counsel and Defendants' Counsel. Defendants shall wire the Gross Settlement Amount and applicable taxes necessary to fund the Settlement as described in Section 5.1 to the Claims Administrator within twenty-one (21) calendar days after the Effective Date to be held in trust in a QSF. Within seven (7) calendar days after Defendants fund the settlement, the Claims Administrator shall deliver payment of Class Counsels' attorney's fees and costs, the Enhancement Payment payable to Plaintiffs, the 75% portion of the PAGA Payment payable

1 to the LWDA, Claims Administrator Costs, and payment to Qualified Claimants and/or Aggrieved
2 Employees as required under this Agreement and approved by Court.

3 7.8.1 The Claims Administrator shall wire the Court-approved attorneys' fees and costs
4 to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide the
5 Claims Administrator with the pertinent taxpayer identification number and payment instructions after the
6 Final Approval Date.

7 7.8.2 The Claims Administrator shall send a check by mail for the Court-approved
8 Enhancement Payment to the Class Representatives, care of Class Counsel unless another method is
9 requested by Class Counsel.

10 7.8.3 Only Qualified Claimants and Aggrieved Employees will receive their Claim
11 Amount.

12 7.8.4 The Claims Administrator shall remit and report the applicable portions of the
13 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
14 Agreement. Defendants agree to reasonably cooperate with the Claims Administrator to the extent
15 necessary to determine the amount of the payroll tax payment required.

16 7.9 Settlement Check Expiration and Uncashed Checks: The Claims Administrator shall issue
17 Claim Amounts to Qualified Claimants and Aggrieved Employees in the form of a check, which shall
18 become null and void if not deposited within one hundred twenty (120) calendar days of issuance. After
19 one hundred twenty (120) calendar days of issuance, the checks shall be voided and funds from all
20 uncashed checks shall be transmitted in accordance with Section 5.6. The Claims Administrator shall
21 deliver these funds within fourteen (14) calendar days after the check cashing deadline.

22 7.10 Claims Administrator Declaration Regarding Compliance and Settlement Administration:
23 Within twenty-one (21) days after the last day for Qualified Claimants and Aggrieved Employees to cash
24 their settlement checks, the Claims Administrator shall provide Class Counsel and Defendants' Counsel
25 with a signed declaration under penalty of perjury providing a complete and detailed report regarding the
26 settlement administration documenting that all payments under the Agreement have been made, that the
27 Court's final approval order has been complied with, and that all the obligations of the Claims
28 Administrator have been completed.

8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Class Members and Aggrieved Employees, and sets further hearings. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and payment procedures carrying out the Agreement is as follows:

Last day for Defendants to provide Claims Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
Last day for Claims Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Claims Administrators' receipt of Class Members' information from Defendants
Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	45 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Claims Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
Last day for Claims Administrator to calculate the final Net Settlement Amount, the final Claim Amounts for Qualified Claimants and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date

Last day for Claims Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Claims Administrator Costs, payment to Qualified Claimants, and payment to Aggrieved Employees	Within 7 calendar days after Defendants fund the settlement
Last day for Qualified Members and Aggrieved Employees to cash settlement checks	120 calendar days after issuance of checks to Qualified Members and Aggrieved Employees
Last day for Claims Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Claims Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

9. DUTIES OF THE PARTIES

9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final approval. Within one week of signing this Agreement Class Counsel shall provide a draft of the Preliminary Approval Motion to Defendants' Counsel. Defendants' Counsel will provide comments and/or proposed revisions within one week after receipt of the draft Preliminary Approval Motion from Class Counsel. With regard to the final approval documents, a similar one-week maximum review and response time shall be observed by the Parties. The Parties will request that the Court's preliminary

1 approval of this Agreement be embodied in an Order Granting Preliminary Approval of Class Action and
2 PAGA Settlement.

3 9.1.1 Plaintiffs' motion shall seek an order: 1) Preliminarily approving the Agreement; 2)
4 Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the
5 Notice of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily
6 appointing Plaintiffs and Class Counsel as representatives of Class Members; 5) Preliminarily approving
7 settlement administration services to be provided by the Claims Administrator; 6) Preliminarily approving
8 the proposed Enhancement Payment to Plaintiffs; 7) Preliminarily approving the application for payment
9 of reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8)
10 Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally
11 approved as fair, reasonable and adequate as to the Class Members.

12 9.1.2 Defendants shall not oppose Plaintiffs' motion for approval of the proposed
13 Agreement.

14 9.1.3 The Parties shall cooperate with each other and the Claims Administrator during
15 the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and
16 appropriate to assure effective communication to individual Class Members of information about their
17 rights and obligations under this Agreement.

18 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
19 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
20 any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the
21 Agreement, a declaration by the Claims Administrator of due diligence and proof of mailing of the Notice
22 of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results of
23 the Claim Administrator's mailings including tracing and re-mailing efforts.

24 9.2.1 Class Counsel will submit a proposed order and judgment for final approval, which
25 shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair,
26 reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving the
27 payment of an Enhancement Payment to the Class Representatives; 3) Approving Class Counsel's
28 application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4)

Approving the Claims Administrator Costs; and 5) Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Agreement and the Court's orders.

9.2.2 Following entry of the Court's Order granting final approval of the Agreement, the Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following: 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist the Claims Administrator as needed or requested in the process of identifying and locating Qualified Claimants and Aggrieved Employees entitled to payments under the Agreement and assuring delivery of such payments; 3) Class Counsel and Defendants' Counsel will cooperate with each other and assist the Claims Administrator as needed or requested in completing the distribution of any residual amounts, as specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with the Claims Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment.

9.4 Notice to LWDA: Plaintiffs will provide notice to the Labor and Workforce Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

10. MISCELLANEOUS TERMS

10.1 Defendant's Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date, 10% or more of the Class Members have submitted proper and timely requests to opt-out in accordance with the provisions of the Agreement, Defendants may rescind the Agreement and all actions taken in its furtherance will be thereby null and void. Defendants must exercise this right of rescission, in writing, to Class Counsel, within seven (7) calendar days after the Claims Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, then any Claims Administrator Costs shall be paid by Defendants. Defendants have represented that there are approximately 55,000 workweeks in the Class Period. In the event the number of workweeks during the Class Period increases by ten percent (10%) or more (i.e. to 60,000 or more), then Defendants shall have the option to either (i) increase the

1 Gross Settlement Amount proportionally by the workweeks in excess of 55,000, multiplied by the pay
2 period value, for example, if there were 11,900 workweeks represented to exist during the Class Period,
3 but there are actually 15,000 workweeks in the Class Period, and the actual workweek value is \$5.00
4 per workweek, Defendants would have to increase the Gross Settlement Amount by \$15,500.00 (15,000
5 workweeks – 11,900 workweeks = 3,100 workweeks x \$5.00/workweek); or (ii) agree that the Class
6 Period and PAGA Period shall only run through that date at which the workweeks reach 60,000.

7 10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
8 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT
9 OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND
10 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
11 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
12 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
13 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
14 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
15 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
16 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
17 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
18 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
19 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
20 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
21 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
22 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
23 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
24 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
25 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
26 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
27 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
28 BY THIS AGREEMENT.

1 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
3 any person or entity any portion of any liability, claim, demand, action, cause of action or right released
4 and discharged in this Agreement.

5 10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by
6 signing this Agreement Defendants are waiving any rights to appeal from the Court's approval of the
7 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement
8 Plaintiffs are waiving any right or ability to opt out of this Agreement during the Notice Period or
9 otherwise.

10 10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
11 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
12 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

13 10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment
14 will be entered according to this Agreement. The Parties stipulate and agree that the Sacramento County
15 Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil
16 Procedure Code section 664.6 and that the prevailing party any action necessary to enforce the terms of
17 the Agreement after default by the other party may recover reasonable attorney's fees and costs related
18 thereto.

19 10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
20 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to,
21 execution of such other documents and the taking of such other action as may reasonably be necessary to
22 fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including
23 all efforts contemplated by this Agreement and any other efforts that may become necessary by Court
24 order, or otherwise, to effectuate this Agreement and the terms set forth herein.

25 10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendants of
26 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
27 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the
28 Complaint, the representative character of the Action, the validity of any of the claims that were or could

1 have been asserted by Plaintiffs and/or Class Members in the Action, or of any liability or guilt of
2 Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by
3 Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Class Members,
4 or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or
5 wrongdoing toward Plaintiffs, the Class Members, or any other person. Each of the Parties has entered
6 into this Stipulation with the intention to avoid further disputes and litigation.

7 10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
8 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
9 the third business day after mailing by United States certified mail, return receipt requested, addressed as
10 follows:

11 To Plaintiffs and the Class:

12 Galen T. Shimoda
13 Justin P. Rodriguez
14 Shimoda & Rodriguez Law, PC
15 9401 East Stockton Blvd., Suite 120
16 Elk Grove, CA 95624

17 To Defendants:

18 Boutin Jones, Inc.
19 Bruce M. Timm
20 Kimberly A. Lucia
21 555 Capitol Mall, Suite 1500
22 Sacramento, CA 95814

23 10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
24 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that
25 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
26 party or its counsel participated in the drafting of this Agreement.

27 10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys
28 acting for, or purporting to act for, the Class, Class Members, or Plaintiffs, may recover or seek to recover
any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except
as expressly provided in this Agreement.

1 10.12 No Modifications: This Agreement may be amended or modified only by a written
2 instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be
3 discharged except by performance in accordance with its terms.

4 10.13 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
5 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement
6 and to take all appropriate action required or permitted to be taken by such Parties pursuant to this
7 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of
8 this Agreement.

9 10.14 Class Member Signatories: Because the Action has not yet been certified, and the Class
10 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member
11 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement
12 may be executed on behalf of all Class Members by the Class Representatives.

13 10.15 Counterparts: This Agreement shall become effective upon its execution by all of the
14 undersigned. Plaintiffs, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement
15 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed
16 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force
17 and effect of originals.

18 10.16 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
19 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and
20 the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance
21 with, and governed by, the substantive laws of the State of California without giving effect to that State's
22 choice of law principles.

23 10.17 Headings and Captions: Section titles or captions contained in the Agreement are inserted
24 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
25 this Agreement, or any provision thereof.

26 10.18 No Retaliation or Discouragement: The Parties agree they will take no action that could
27 be construed as retaliation against any Class Members for participating or seeking to participate in this
28 class action settlement. The Parties will not discourage any class member from participating or seeking

1 to participate in this class action settlement. This is a material term of the Agreement and non-breaching
2 Parties will seek court intervention if this provision is breached. Should non-breaching Party prevail, they
3 shall be entitled to further attorneys' fees and costs.

4 10.19 Integrated Agreement: This Agreement sets forth the entire understanding between the
5 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
6 Each party acknowledges that there is no representation, inducement, promise or agreement which has
7 been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement,
8 which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent
9 that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

10 10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to
11 the benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

12 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
13 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
14 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

15 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this
16 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
17 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

18 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
19 attorneys, as of the day and year herein set forth.

20 **SIGNATURES ON FOLLOWING PAGE**

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

For Plaintiffs:

Date: 6/22/2022

DocuSigned by:

Shirley Kee

Shirley Kee

Date: _____

Silvia Gutierrez

Date: _____

Belinda Lechuga

For Defendants:

Date: _____

By: Leandra Wilson, VP of Human Resources
For DR. JEFFREY A. SALADIN, DENTAL
CORPORATION(D/B/A CHILDREN'S
CHOICE PEDIATRIC DENTAL CARE)

Date: _____

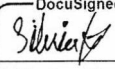
By: Leandra Wilson, VP of Human Resources
For CC AMULET MANAGEMENT, LLC

For Plaintiffs:

Date: _____

Sheila Kee

Date: 6/22/2022

DocuSigned by:


Silvia Gutierrez

Date: _____

Belinda Lechuga

For Defendants:

Date: _____

By: Leandra Wilson, VP of Human Resources
For DR. JEFFREY A. SALADIN, DENTAL
CORPORATION(D/B/A CHILDREN'S
CHOICE PEDIATRIC DENTAL CARE)

Date: _____

By: Leandra Wilson, VP of Human Resources
For CC AMULET MANAGEMENT, LLC

For Plaintiffs:

Date: _____

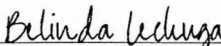
Sheila Kee

Date: _____

Silvia Gutierrez

Date: _____

DocuSigned by:


Belinda Lechuga

For Defendants:

Date: 6/23/2022

By: Leandra Wilson, VP of Human Resources
For DR. JEFFREY A. SALADIN, DENTAL
CORPORATION(D/B/A CHILDREN'S
CHOICE PEDIATRIC DENTAL CARE)

Date: _____

By: Leandra Wilson, VP of Human Resources
For CC AMULET MANAGEMENT, LLC

For Plaintiffs:

Date: _____

Sheila Kee

Date: _____

Silvia Gutierrez

Date: _____

Belinda Lechuga

For Defendants:

Date: July 1, 2022



By: Leandra Wilson, VP of Human Resources
For DR. JEFFREY A. SALADIN, DENTAL
CORPORATION(D/B/A CHILDREN'S
CHOICE PEDIATRIC DENTAL CARE)

Date: July 1, 2022



By: Leandra Wilson, VP of Human Resources
For CC AMULET MANAGEMENT, LLC

Exhibit 1

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 [REDACTED] (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 [REDACTED], 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 [REDACTED] weeks during the applicable Class Period (as defined below), which means your share of the settlement proceeds is estimated to be [REDACTED]. 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 [REDACTED] (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 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 [REDACTED].

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 [REDACTED]. 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.

F. Reasonableness of Settlement

The Parties and their counsel believe that the Settlement and the allocations made for payments under the Settlement are fair and reasonable. The Class Representatives and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation.

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 [redacted]. The request to opt out must be signed, dated and mailed by First Class U.S. Mail or the equivalent, to:

[Claims Administrator Information]

If you submit a request to opt out which is not postmarked by [redacted], 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 [redacted]. 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 ____, [address] on [redacted] at [redacted] 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.

//

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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
Elk Grove, CA 95624
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 [number]

BY ORDER OF THE COURT

EXHIBIT B

FILED/ENDORSED

MAR - 2 2021

By: R. San Miguel
Deputy Clerk

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 Brittany V. Berzin (Cal. State Bar No. 325121))
4 Jessica L. Hart (Cal State Bar No 331441)
5 **Shimoda Law Corp.**
6 9401 East Stockton Boulevard, Suite 120
7 Elk Grove, CA 95624
8 Telephone: (916) 525-0716
9 Facsimile: (916) 760-3733

10 Attorneys for Plaintiffs SHIELA KEE, SILVIA
11 GUTIERREZ, and BELINDA LECHUGA
12 on behalf of themselves and similarly situated employees

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

SHIELA KEE, SILVIA GUTIERREZ, and	)	Case No. 34-2020-00290072
BELINDA LECHUGA on behalf of	)	
themselves and similarly situated employees,	)	FIRST AMENDED CLASS ACTION AND
	)	PAGA COMPLAINT
Plaintiffs,	)	
	)	1. Failure to Pay Overtime Wages
	)	(Labor Code §§ 510, 1194)
	)	2. Failure to Pay Minimum Wages
	)	(Labor Code § 1194)
vs.	)	3. Meal Period Violations
	)	(Labor Code §§ 512, 226.7)
DR. JEFFREY A. SALADIN, DENTAL	)	4. Rest Period Violations
CORPORATION (D/B/A CHILDREN'S	)	(Labor Code §§ 226.7)
CHOICE PEDIATRIC DENTAL CARE), a	)	5. Wage Statement Violations
California Corporation; CC AMULET	)	(Labor Code § 226)
MANAGEMENT, LLC., a Delaware	)	6. Waiting Time Penalties
Corporation; and DOES 1 to 100, inclusive,	)	(Labor Code §§ 201-203)
	)	7. Failure to Reimburse Expenses
Defendants.	)	(Labor Code § 2802)
	)	8. Unfair Competition (Business &
	)	Professions Code § 17200, <i>et seq.</i>
	)	9. Private Attorneys General Act
	)	(Labor Code § 2699, <i>et seq.</i>)

1 Plaintiffs SHIELA KEE, SILVIA GUTIERREZ, and BELINDA LECHUGA (hereinafter
2 collectively referred to as "Plaintiffs"), on behalf of themselves and all other similarly situated
3 employees hereby file this Complaint against Defendants DR. JEFFREY A. SALADIN, DENTAL
4 CORPORATION (D/B/A CHILDREN'S CHOICE PEDIATRIC DENTAL CARE), a California
5 Corporation; CC AMULET MANAGEMENT, LLC., a Delaware Corporation; and DOES 1 to 100,
6 inclusive (hereinafter all collectively referred to as "Defendants"). On information and belief,
7 Plaintiffs allege the following:

8 INTRODUCTION

9 1. This is a class action and Private Attorneys General Act ("PAGA") lawsuit brought by
10 Plaintiffs for failure to pay overtime wages, failure to pay minimum wages, meal period violations, rest
11 period violations, wage statement violations, waiting time penalties, unpaid reimbursements, and unfair
12 competition.

13 JURISDICTION AND VENUE

14 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
15 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
16 Labor Code and Wage Order Number 4.

17 3. Venue is proper pursuant to Civil Procedure Code sections 395(a) and 395.5, in that some
18 of the wrongful acts and violations of law asserted herein occurred within Sacramento County.
19 Additionally, Defendants' obligation to pay wages, including violations of California Labor Code
20 sections 201, 202, 203, 226, 226.7, 226.8, 246, 247, 247.5, 248.5, 510, 512, 1174, 1194, 2802, 2810.5,
21 and the applicable Industrial Welfare Commission Wage Order ("Wage Order") arose in Sacramento
22 County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

23 4. Plaintiff KEE has sought permission pursuant to California Labor Code section 2699 *et*
24 *seq.* to pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on
25 behalf of herself and other Aggrieved Employees. Pursuant to California Labor Code section 2699.3,
26 Plaintiff KEE gave written notice via online submission to the Labor and Workforce Development
27 Agency ("LWDA") on approximately September 30, 2020. Plaintiff KEE provided facts and legal bases
28 for her claims within the notice to the LWDA on all violations asserted under the Private Attorneys

1 General Act cause of action. Plaintiff KEE also submitted the \$75.00 filing fee. The September 30,
2 2020, notice was also sent via certified mail to Defendants on the same day. To date, the LWDA has not
3 provided any response to Plaintiff KEE's notice correspondence. Accordingly, Plaintiff KEE has
4 exhausted all administrative remedies pursuant to the Private Attorneys General Act ("PAGA") as to
5 Defendants and may bring this action on behalf of herself and all similarly situated employees, *i.e.*
6 Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup.*
7 *Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees includes but are not
8 limited to the following: all non-exempt employees who have worked, or continue to work, for
9 Defendants in California from September 30, 2019 to the present.

10 PARTIES

11 5. Plaintiff SHIELA KEE ("KEE") is an individual over the age of eighteen (18) and is a
12 resident of the State of California.

13 6. Plaintiff SILVIA GUTIERREZ ("GUTIERREZ") is an individual over the age of
14 eighteen (18) and is a resident of the State of California.

15 7. Plaintiff BELINDA LECHUGA ("LECHUGA") is an individual over the age of
16 eighteen (18) and is a resident of the State of California.

17 8. On information and belief, Plaintiffs allege, DR. JEFFREY A. SALADIN, DENTAL
18 CORPORATION (D/B/A CHILDREN'S CHOICE PEDIATRIC DENTAL CARE) (hereinafter
19 referred to as "CCPDC"), is now and/or at all times mentioned in this Complaint was a California
20 Corporation and the owner and operator of an industry, business and/or facility doing business in the
21 State of California.

22 9. On information and belief, Plaintiffs allege, CC AMULET MANAGEMENT, LLC.,
23 (hereinafter referred to as "AMULET") is now and/or at all times mentioned in this Complaint was a
24 Delaware Corporation and the owner and operator of an industry, business and/or facility doing
25 business in the State of California.

26 10. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
27 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
28 are liable for the actions herein alleged. Plaintiffs will seek to amend this Complaint to allege the true

1 names and capacities of these DOE Defendants when they are ascertained. At all times mentioned
2 herein, each Defendants was the agent or employee of each of the other Defendants and was acting
3 within the course and scope of such agency or employment. The Defendants are jointly and severally
4 liable to Plaintiffs.

5 11. At all times mentioned herein, each Defendants was the agent or employee of each of the
6 other Defendants and was acting within the course and scope of such agency or employment. The
7 Defendants are jointly and severally liable to Plaintiffs.

8 12. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
9 were members of and/or engaged in a joint employment, joint venture, partnership and common
10 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
11 joint venture, partnership and common enterprise.

12 13. Defendants, and each of them, now and/or at all times mentioned in this Complaint
13 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

14 14. Defendants proximately caused Plaintiffs to be subjected to the unlawful practices,
15 wrongs, complaints, injuries and/or damages alleged in this Complaint.

16 **CLASS ALLEGATIONS**

17 **(As between Plaintiffs LECHUGA and GUTIERREZ and Defendants)**

18 15. Plaintiffs LECHUGA and GUTIERREZ bring the First through Eighth Causes of
19 Action on behalf of themselves and all others similarly situated as a class action pursuant to
20 California Code of Civil Procedure section 382. The class which Plaintiffs LECHUGA and
21 GUTIERREZ seek to represent is composed of, and defined, as follows:

22 Plaintiffs LECHUGA and GUTIERREZ and similarly situated employees
23 who have or continue to work for Defendants in California from four (4)
years prior to the filing of the initial Complaint to the present.

24 16. This action has been brought and may be properly maintained as a class action,
25 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
26 defined community of interests in the litigation and the proposed class is easily ascertainable.

27 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
28 is impracticable under the circumstances of this case. While the exact number of class

1 members is unknown to Plaintiffs LECHUGA and GUTIERREZ at this time, Plaintiffs
2 LECHUGA and GUTIERREZ are informed and believes that Defendants have employed
3 as many as three hundred (300) individuals falling within the above stated class definition
4 throughout the State of California during the applicable statute of limitations, who were
5 subjected to the policies and practices outlined in this Complaint. As such, joinder of all
6 members of the putative class is not practicable.

7 (b) Common Questions Predominate: Common questions of law and fact exist as to all
8 members of the putative class and predominate over questions that affect only individual
9 members of the class. These common questions of law and fact include, without
10 limitation, the following:

- 11 i. Whether Defendants paid putative class members for all hours worked;
- 12 ii. Whether Defendants paid all overtime wages owed;
- 13 iii. Whether Defendants failed to correctly calculate putative class members' regular
14 rate of pay;
- 15 iv. Whether Defendants maintained accurate payroll records;
- 16 v. Whether Defendants failed to authorize and permit all meal and rest periods;
- 17 vi. Whether, as a result of Defendants' policies and practices, Plaintiffs LECHUGA
18 and GUTIERREZ and putative class members were not authorized and permitted
19 to take all meal and rest periods owed;
- 20 vii. Whether, as a result of Defendants' policies and practices, Plaintiffs LECHUGA
21 and GUTIERREZ and putative class members received all minimum and
22 overtime wages due;
- 23 viii. Whether, as a result of Defendants' policies and practices, Plaintiffs LECHUGA
24 and GUTIERREZ and putative class members received all wages, due and owing,
25 at the time of their termination or separation; and
- 26 ix. Whether Defendants provided Plaintiffs LECHUGA and GUTIERREZ and
27 putative class members with wage statements that complied with Labor Code
28 section 226.

- 1 (c) Typicality: Plaintiffs LECHUGA and GUTIERREZ's claims are typical of the claims of
2 the members of the putative class. The putative class also sustained damages arising out
3 of Defendants' common course of conduct in violation of the law, as complained of
4 herein. Plaintiffs LECHUGA and GUTIERREZ and all members of the putative class
5 were non-exempt employees who were not paid minimum and overtime wages, meal and
6 rest period premiums, and reimbursements arising out of Defendants' common course of
7 conduct in violation of the law, as complained of herein. Additionally, Defendants issued
8 Plaintiffs LECHUGA and GUTIERREZ and all members of the putative class wage
9 statements that did not comply with Labor Code section 226. As a result, Plaintiffs
10 LECHUGA and GUTIERREZ and each member of the putative class will have suffered
11 the same type of harm and seek the same type of recovery based on the same legal
12 theories.
- 13 (d) Adequacy: Plaintiffs LECHUGA and GUTIERREZ will fairly and adequately protect the
14 interests of the members of the putative class. For all relevant times, Plaintiffs
15 LECHUGA and GUTIERREZ resided in California and worked for Defendants in
16 California. Moreover, Plaintiffs LECHUGA and GUTIERREZ are adequate
17 representatives of the putative class as Plaintiffs LECHUGA and GUTIERREZ have no
18 interests that are adverse to those of putative class members. Additionally, Plaintiffs
19 LECHUGA and GUTIERREZ have retained counsel who has substantial experience in
20 complex civil litigation and wage and hour matters.
- 21 (e) Superiority: A class action is superior to other available means for the fair and efficient
22 adjudication of the controversy since individual joinder of all members of the putative
23 class is impracticable. Class action treatment will permit a larger number of similarly
24 situated persons to prosecute their common claims in a single forum simultaneously,
25 efficiently, and without the unnecessary duplication of effort and expense that numerous
26 individual actions would engender. Further, as damages suffered by each individual
27 member of the class may be relatively small, the expenses and burden of the individual
28 litigation would make it difficult or impossible for individual members of the class to

1 redress the wrongs done to them, and an important public interest will be served by
2 addressing the matter as a class action. The cost to the court system of adjudication of
3 such individualized litigation would be substantial. Individualized litigation would also
4 present the potential for inconsistent or contradictory judgments.

5 17. Plaintiffs LECHUGA and GUTIERREZ are unaware of any difficulties that are likely to
6 be encountered in the management of this action that would preclude its maintenance as a class action.

7 **GENERAL ALLEGATIONS**

8 18. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 17 as though fully
9 set forth herein.

10 19. Plaintiff KEE worked for Defendant CCPDC from approximately September 2019
11 through September 8, 2020, as a non-exempt Dental Assistant. Initially, Plaintiff KEE worked out of the
12 Natomas location, but was, thereafter, transferred to the Stockton location when it opened in the summer
13 of 2020. Plaintiff GUTIERREZ similarly worked for Defendant CCPDC as a non-exempt Dental
14 Assistant from November 2019 until August 2020 at the Natomas and Stockton locations.

15 20. Plaintiff LECHUGA worked for an associated but separate employer, AMULET, as a
16 Treatment Coordinator from March 2020 to January 2021. Plaintiff LECHUGA worked out of the
17 Stockton location, but routinely traveled to locations in Antioch, Lodi, and Lincoln to cover shifts and
18 transport supplies.

19 21. Similarly situated employees also worked for Defendants as non-exempt employees.
20 Plaintiffs and similarly situated employees regularly worked over eight (8) hours in a day and/or forty
21 (40) hours in a week, incurring overtime. Plaintiffs and similarly situated employees were also paid
22 non-discretionary remuneration, such as bonuses, for performing certain tasks – such as dental sealants
23 and signing up patients for treatment plans.

24 22. Due to Defendants policies and staffing and workflow issues, Plaintiffs and similarly
25 situated employees were not authorized and permitted to take all meal and rest periods they were entitled
26 to, being paid meal period premiums on occasions. Additionally, Defendants did not correctly
27 incorporate the value of the non-discretionary remuneration, such as bonuses, into Plaintiffs and
28

1 similarly situated employees' regular rate of pay when calculating overtime, double time, meal and rest
2 period premiums, or sick leave pay.

3 23. Defendants also failed to pay Plaintiffs and similarly situated employees for all hours
4 worked. Plaintiffs and similarly situated employees would sometimes have to wait a few minutes for a
5 computer to be available to log into their shifts in the morning and when they were returning from break.
6 Plaintiffs and similarly situated employees were not paid for this time. Plaintiffs also report that there
7 were time keeping errors on days where the time keeping system would not accept their log in for
8 whatever reason. When the time was then adjusted or corrected, this would sometimes result in
9 underpayment for hours worked. Further, Plaintiffs and similarly situated employees were not
10 consistently, or properly, paid Reporting Time Pay of no less than two (2) hours and no more than four
11 (4) hours when they reported to work and were sent home by management. As a result, Plaintiffs and
12 similarly situated employees were not paid at least the minimum wage for each hour they worked.
13 Defendants also failed to maintain accurate records of the hours Plaintiffs and similarly situated
14 employees worked.

15 24. Defendants further failed to pay Plaintiffs and similarly situated employees for use of
16 their personal cell phones for work purposes and car mileage for work-related car travel. For instance,
17 at times, when the office needed repairs, Plaintiff KEE would use applications on her cell phone to
18 communicate and make arrangement with repair personnel. Plaintiff LECHUGA similarly would use
19 her cell phone to communicate with co-workers, schedule appointments, and take pictures of patients for
20 the Orthodontists. Additionally, Plaintiffs and similarly situated employees would sometimes have to
21 travel to other worksites during the day to pick up supplies. Plaintiffs and similarly situated employees
22 were not properly reimbursed for their cell phone use or mileage for supply runs.

23 25. Finally, Defendants failed to provide Plaintiffs and similarly situated employees with
24 legally compliant paystubs. Specifically, the paystubs Defendants issued did not: (1) correctly identify
25 the employer's legal name and address and (2) did not properly itemize the total hours worked,
26 accurately state the regular and overtime rates of pay, accurately list missed meal and rest period
27 premiums owed, or accurately state gross and net wages earned. As a result, Plaintiffs and similarly
28

1 situated employees were neither able to determine their employer's legal name nor the total wages owed
2 to them from their paystubs alone.

3 26. As of this date of this letter, Defendants have not paid Plaintiffs and similarly situated
4 employees all minimum wages, Reporting Time Pay, overtime and double time wages, reimbursement
5 expenses, paid sick time, and meal and rest period premiums owed to them.

6 **CAUSES OF ACTION**

7 **FIRST CAUSE OF ACTION**
8 **FAILURE TO PAY OVERTIME WAGES**
9 **(As to all Defendants)**

10 27. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 26 as though fully
11 set forth herein.

12 28. During the period Plaintiffs were employed by Defendants, Defendants were required to
13 compensate Plaintiffs at one and one-half (1½) times the regular rate of pay for hours worked in excess
14 of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
15 hours worked in excess of twelve (12) hours per day. *See, e.g., IWC Wage Order No. 1, section (3)(A);*
16 *Cal. Lab. Code §§ 510, 1194.*

17 29. Plaintiffs and similarly situated employees worked in excess of eight (8) hours per day
18 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
19 Defendants failed to compensate Plaintiffs and similarly situated employees for all overtime hours
20 worked at their regular rate of pay.

21 30. Plaintiffs and similarly situated employees were not exempt from overtime protections
22 employees under the California Wage Orders and Labor Code.

23 31. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
24 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
25 the extent pertinent as if set forth here in full.

26 **SECOND CAUSE OF ACTION**
27 **FAILURE TO PAY MINIMUM WAGES**
28 **(As to all Defendants)**

32. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 31 as though fully
set forth herein.

33. For the period preceding the filing of this Complaint, Defendants were required to compensate Plaintiffs and similarly situated employees with at least California's applicable minimum for every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 1, section 4(A); Cal. Lab. Code § 1194.

34. Plaintiffs were not exempt to the State's Minimum Wage Order. Defendants were aware of its obligation to pay the minimum wage for each hour worked but failed to do so.

35. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

36. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 35 as though fully set forth herein.

37. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

38. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 1, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

39. California Labor Code section 512 and Wage Order No. 1 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

40. Defendants employed Plaintiffs and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiffs and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiffs and similarly situated

1 employees to take their first meal period before the completion of their fifth hour of work and failed
2 to allow Plaintiffs and similarly situated employees to take their second meal period before the
3 completion of their tenth hour of work. Plaintiffs and similarly situated employees did not waive
4 their rights to all meal periods throughout their employment.

5 41. Defendants further failed to pay Plaintiffs and similarly situated employees the
6 applicable meal period premiums for any such missed meal breaks.

7 42. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated
8 employees have been damaged as stated in the section below entitled "DAMAGES," which is
9 incorporated here to the extent pertinent as if set forth here in full.

10 **FOURTH CAUSE OF ACTION**
11 **REST PERIOD VIOLATIONS**
12 **(As to all Defendants)**

13 43. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 42 as though fully
14 set forth herein.

15 44. An employer must provide an employee a rest period in accordance with the
16 applicable Wage Order and California Labor Code section 226.7.

17 45. California Labor Code section 226.7 and Wage Order No. 1, section 12(A) require an
18 employer to provide a rest period of not less than ten (10) minutes for each work period of more than
19 four (4) hours or a major fraction thereof.

20 46. Plaintiffs allege that Defendants failed to authorize and permit Plaintiffs and similarly
21 situated employees to take paid rest periods of at least ten (10) minutes for each work period that
22 they worked more than four (4) hours or a major fraction thereof.

23 47. Defendants further failed to pay Plaintiffs and similarly situated employees the
24 applicable rest period premiums for any such missed rest periods.

25 48. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated
26 employees have been damaged as stated in the section below entitled "DAMAGES," which is
27 incorporated here to the extent pertinent as if set forth here in full.

28 //

//

**FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)**

49. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 48 as though fully set forth herein.

50. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

51. Plaintiffs allege that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and double time hours worked and corresponding rates of pay, and gross and net wages earned. The paystubs also did not accurately itemize Plaintiffs' and similarly situated employees' total hours worked, due to Defendants' failure to properly pay minimum and overtime wages. Plaintiffs and similarly situated employees were not able to promptly and easily determine their total hours worked from their paystubs alone. Additionally, Plaintiffs and similarly situated employees suffered confusion over whether they received all wages owed and were prevented from effectively

1 challenging information on their wage statements.

2 52. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated
3 employees have been damaged as stated in the section below entitled "DAMAGES," which is
4 incorporated here to the extent pertinent as if set forth here in full.

5 **SIXTH CAUSE OF ACTION**
6 **WAITING TIME PENALTIES**
7 **(As to all Defendants)**

8 53. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 52 as though fully
9 set forth herein.

10 54. An employer must pay an employee who is terminated all unpaid wages immediately
11 upon termination. *See* Cal. Lab. Code § 201.

12 55. An employer must pay an employee who resigns all unpaid wages within seventy-two
13 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

14 56. Plaintiffs and similarly situated employees did not receive all wages, including minimum
15 and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or
16 within the required time after their separation from employment.

17 57. An employer who willfully fails to pay an employee wages in accordance with California
18 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
19 days. *See* Cal. Lab. Code § 203.

20 58. Defendants knew of its obligation to pay Plaintiffs' and similarly situated employees'
21 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiffs
22 and similarly situated employees were not paid for all regular and overtime hours, as it authorized the
23 practices and policies denying these wages. Such conduct shows Defendants had knowledge of earned,
24 but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages
25 owed.

26 59. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
27 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
28 thirty (30) days for Defendants' failure to pay all wages due.

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SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

60. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 59 as though fully set forth herein.

61. California Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

62. Defendants required Plaintiffs and similarly situated employees to use their personal cell phones for work-related purposes but failed to reimburse them for such use.

63. As a proximate result of Defendants’ conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to the extent pertinent as if set forth here in full.

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to all Defendants)

64. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 63 as though fully set forth herein.

65. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions (“B&P”) Code § 17200.

66. Plaintiffs and similarly situated employees were not paid all wages owed, including minimum and overtime wages, meal and rest period premiums, paid sick leave, and reimbursements for business expenses, during their employment or any time thereafter.

67. Plaintiffs further allege that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200, *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

68. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiffs and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, 1194, 2802, and 29 U.S.C. sections 206, 216 and 217 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to Defendants)

69. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 68 as though fully set forth herein.

70. Plaintiff KEE has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff KEE and other Aggrieved Employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages);
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, §§ 4, 5 (Failure to Pay Minimum Wages, and Reporting Time Pay);
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof);
- Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof);
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements);
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages);
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses);
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave at the correct rate of pay);
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order); and

- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records).

71. Plaintiff KEE seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

72. Plaintiff KEE seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

73. As a proximate result of Defendants' conduct, Plaintiff KEE and Aggrieved Employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

//

1 5. As to the Fourth Cause of Action:

- 2 a. Wages in an amount to be proven at trial;
- 3 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 4 section 1021.5;

5 6. As to the Fifth Cause of Action:

- 6 a. Penalties as provided for in Labor Code section 226, including the greater of all
- 7 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
- 8 violation occurred and one hundred dollars (\$100.00) per employee for each
- 9 violation in the subsequent pay periods, but not to exceed four thousand dollars
- 10 (\$4,000.00);
- 11 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
- 12 226(e);

13 7. As to the Seventh Cause of Action:

- 14 a. An amount to be proven at trial;
- 15 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

16 8. As to the Ninth Cause of Action:

- 17 a. For civil penalties as provided for in the Labor Code for each enumerated
- 18 violation;
- 19 b. For those Labor Code sections, the violation of which there is no civil penalty
- 20 provided, the default penalty provided in Labor Code section 2699(f): for any
- 21 initial violation, one hundred dollars (\$100) for each Aggrieved Employee per pay
- 22 period; For any subsequent violation, two hundred dollars (\$200) for each
- 23 Aggrieved Employee per pay period;
- 24 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699; and
- 25 d. For any other remedies as allowed by law and/or deemed appropriate by the
- 26 Court.

- 27 9. For such other and further relief as this Court may deem just and proper,
- 28 including, but not limited to:

- 1 a. Wages as proved at trial;
2 b. Injunctive and Declaratory relief;
3 c. Attorney's fees and costs as provided for by law; and
4 d. Interest.

5
6 Dated: March 1, 2021

Shimoda Law Corp.

7
8
9 By: 

Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Jessica L. Hart
Attorneys for Plaintiffs

EXHIBIT C



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February 18, 2021

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

**Re: *Kee, et al. v. Dr. Jeffrey A. Saladin Dental Corp. – CCPDC, et al.*
 LWDA Case No. LWDA-CM-808228-20**

Dear Labor Commissioner,

Our office previously filed a notice with the Labor and Workforce Development Agency on behalf of Shiela Kee on or about September 30, 2020. In this letter, we seek to amend our prior notice to include additional employees, Silvia Gutierrez, and Belinda Lechuga (Kee, Lechuga and Gutierrez will hereinafter be referred to collectively as “Plaintiffs”). We are also adding and additional Count 10 for failure to pay sick leave. Accordingly, we are providing you and the following “employers” notice pursuant to California Labor Code section 2699.3:

Dr. Jeffrey A. Saladin, Dental Corporation
(d/b/a Children’s Choice Pediatric Dental Care)
c/o Kim Lucia, Esq.
Boutin Jones, Inc.
555 Capitol Mall, Suite 1500
Sacramento, CA 95814

Dr. Jeffrey A. Saladin Company, Inc., A Dental Corporation
c/o Kim Lucia, Esq.
Boutin Jones, Inc.
555 Capitol Mall, Suite 1500
Sacramento, CA 95814

CC Amulet Management, LLC
c/o Kim Lucia, Esq.
Boutin Jones, Inc.
555 Capitol Mall, Suite 1500
Sacramento, CA 95814



Jeffrey A. Saladin
c/o Kim Lucia, Esq.
Boutin Jones, Inc.
555 Capitol Mall, Suite 1500
Sacramento, CA 95814

Page Hudson
c/o Kim Lucia, Esq.
Boutin Jones, Inc.
555 Capitol Mall, Suite 1500
Sacramento, CA 95814

We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Dr. Jeffrey A. Saladin, Dental Corporation (d/b/a Children’s Choice Pediatric Dental Care), Dr. Jeffrey A. Saladin Company, Inc., A Dental Corporation, CC Amulet Management, LLC, Jeffrey A. Saladin and Page Hudson (“Defendants”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiffs and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but are not limited to the following: all non-exempt employees who have worked, or continue to work, for Defendants in California from one-year prior to this notice to the present. Plaintiffs are clearly entitled to bring a Private Attorneys General Act (“PAGA”) claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a Plaintiffs has PAGA standing if affected by one of the alleged violations; the Plaintiffs need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Plaintiff Kee worked for Defendants from approximately September 2019 through September 8, 2020, as a non-exempt Dental Assistant. Initially, Plaintiff Kee worked out of the Natomas location, but was, thereafter, transferred to the Stockton location when it opened in the summer of 2020. Plaintiff Gutierrez similarly worked for Defendants a non-exempt Dental Assistant from November 2019 until August 2020 at the Natomas and Stockton locations.

Plaintiff Lechuga also worked for Defendants from approximately March 2020 through January 11, 2021, as a non-exempt Treatment Coordinator. Plaintiff Lechuga worked out of the Stockton location, but routinely traveled to locations in Antioch, Lodi, and Lincoln to cover shifts and transport supplies.

Aggrieved Employees also worked for Defendants as non-exempt employees. Plaintiffs and Aggrieved Employees regularly worked over eight (8) hours in a day and/or forty (40) hours in a week, incurring overtime. Plaintiffs and Aggrieved Employees were also paid non-



discretionary remuneration, such as bonuses, for performing certain tasks – such as dental sealants and signing up patients for treatment plans.

Due to Defendants' policies and staffing and workflow issues, Plaintiffs and Aggrieved Employees were not authorized and permitted to take all meal and rest periods they were entitled to, being paid meal period premiums on occasions. Additionally, Defendants did not correctly incorporate the value of the non-discretionary remuneration, such as bonuses, into Plaintiffs and Aggrieved Employees' regular rate of pay when calculating overtime, double time, meal and rest period premiums, or sick leave pay.

Defendants also failed to pay Plaintiffs and Aggrieved Employees for all hours worked. Plaintiffs and Aggrieved Employees would sometimes have to wait a few minutes for a computer to be available to log into their shifts in the morning and when they were returning from break. Plaintiffs and Aggrieved Employees were not paid for this time. Further, Plaintiffs and Aggrieved Employees were not consistently, or properly, paid Reporting Time Pay of no less than two (2) hours and no more than four (4) hours when they reported to work and were sent home by management. As a result, Plaintiffs and Aggrieved Employees were not paid at least the minimum wage for each hour they worked. Defendants also failed to maintain accurate records of the hours Plaintiffs and Aggrieved Employees worked.

Defendants further failed to pay Plaintiffs and Aggrieved Employees for use of their personal cell phones for work purposes and car mileage for work-related car travel. For instance, at times, when the office needed repairs, Plaintiff Kee would use applications on her cell phone to communicate and make arrangement with repair personnel. Plaintiff Lechuga similarly would use her cell phone to communicate with co-workers, schedule appointments, and take pictures of patients for the Orthodontists. Additionally, Plaintiffs and Aggrieved Employees would sometimes have to travel to other worksites during the day to pick up supplies. Plaintiffs and Aggrieved Employees were not reimbursed for their cell phone use or mileage for supply runs.

Finally, Defendants failed to provide Plaintiffs and Aggrieved Employees with legally compliant paystubs. Specifically, the paystubs Defendants issued did not: (1) correctly identify the employer's legal name and address and (2) did not properly itemize the total hours worked, accurately state the regular and overtime rates of pay, accurately list missed meal and rest period premiums owed, or accurately state gross and net wages earned. As a result, Plaintiffs and Aggrieved Employees were neither able to determine their employer's legal name nor the total wages owed to them from their paystubs alone.

As of this date of this letter, Defendants have not paid Plaintiffs and Aggrieved Employees all minimum wages, Reporting Time Pay, overtime and double time wages, reimbursement expenses, paid sick time, and meal and rest period premiums owed to them.



B. ALLEGATIONS AND CHARGES

Count One – Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiffs and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiffs and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count Two – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, §§ 4, 5 (Failure to Pay Minimum Wages and Reporting Time Pay)

During the period Plaintiffs and Aggrieved Employees were employed by Defendants, they were entitled to be paid at least the State's minimum wage rate for each hour that they worked and "Reporting Time Pay", when they reported to work but were sent home. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 4, §§ (4)(5); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiffs and Aggrieved Employees for all hours worked, including "Reporting Time Pay". Thus, Plaintiffs and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count Three – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with "an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee" For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiffs and Aggrieved Employees. This is in violation of the law.



Count Four – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendants failed to pay reimbursements to Plaintiffs and Aggrieved Employees for personal cell phone use and car mileage incurred by Plaintiffs and Aggrieved Employees while they were employed by Defendants. This was in violation of the law.

Count Five – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including minimum and overtime wages and meal and rest period premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiffs and Aggrieved Employees did not receive all final wages due and owed to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count Six – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendants agents, violated Plaintiffs and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1, as well as the incorporated Wage Orders and incorporated statutes therein. Jeffrey A. Saladin and Page Hudson were officers, directors, shareholders, and/or managing agents of Defendants responsible for the violations stated herein as they were in positions of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.



Count Seven - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 4 section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiffs and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count Eight – Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4 section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiffs and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count Nine – Violation of Labor Code §§ 1174, 1198 and Wage Order No. 4, § 7(A) (Failure to Maintain Accurate Records)

Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiffs and Aggrieved Employees' wage records and hours worked. This was against the law.

Labor Code section 1198 provides the standard conditions of labor fixed by the commission shall be the standard conditions of labor for employees. The records requirement in Wage Order No. 4, § 7(A) is a "standard condition of labor fixed by the commission." *See* Cal. Labor Code § 1198. It provides, "Every employer who has control over wages, hours, or working conditions shall keep accurate information with respect to each employee, including ... time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded ... Total hours worked during the payroll period and applicable rates of pay..." *See* Wage Order No. 4, § 7(A)(1)-(4).



Defendants failed to keep accurate records in compliance with Wage Order No. 4, § 7(A) and Labor Code § 1198. This was against the law.

Count Ten – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, et seq., mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 (“HWHFA”) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member. Any sick leave taken must be paid at the employee’s regular rate of pay. As discussed above, Defendants failed to properly calculate the regular rate of pay by failing to incorporate the value of non-discretionary bonuses into their calculations. For the reasons state above, Defendants failed to provide Plaintiffs and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiffs will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda Law Corp.

By: 

Galen T. Shimoda

GTS:JH

cc: Client via e-mail

1 *Kee v Dr. Jeffrey A. Saladin Dental Corp. - CCPDC, et al.*
2 *LWDA Case No. LWDA-CM-808228-20*

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Melissa A. Phillips, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On February 18, 2021, I served the following documents on the party below:

- 9 • Amended Private Attorney General Act Letter

10 Dr. Jeffrey A. Saladin Dental Corp. – CCPSC 11 (d/b/a Children's Choice Pediatric Dental Care) 12 c/o Kimberly A. Lucia (SBN 266503) 13 Boutin Jones, Inc. 14 555 Capitol Mall, Ste. 1500 15 Sacramento, CA 95814 16 Phone: 916-321-4444 17 Facsimile: 916-441-7597 18 Email: klucia@boutinjones.com 19 Shogan@boutinjones.com	Dr. Jeffrey A. Saladin Company, Inc., A Dental Corporation c/o Kimberly A. Lucia (SBN 266503) Boutin Jones, Inc. 555 Capitol Mall, Ste. 1500 Sacramento, CA 95814 Phone: 916-321-4444 Facsimile: 916-441-7597 Email: klucia@boutinjones.com Shogan@boutinjones.com
15 CC Amulet Management, LLC 16 c/o Kimberly A. Lucia (SBN 266503) 17 Boutin Jones, Inc. 18 555 Capitol Mall, Ste. 1500 19 Sacramento, CA 95814 20 Phone: 916-321-4444 21 Facsimile: 916-441-7597 22 Email: klucia@boutinjones.com 23 Shogan@boutinjones.com	Jeffrey A. Saladin c/o Kimberly A. Lucia (SBN 266503) Boutin Jones, Inc. 555 Capitol Mall, Ste. 1500 Sacramento, CA 95814 Phone: 916-321-4444 Facsimile: 916-441-7597 Email: klucia@boutinjones.com Shogan@boutinjones.com
20 Page Hudson 21 c/o Kimberly A. Lucia (SBN 266503) 22 Boutin Jones, Inc. 23 555 Capitol Mall, Ste. 1500 24 Sacramento, CA 95814 25 Phone: 916-321-4444 26 Facsimile: 916-441-7597 27 Email: klucia@boutinjones.com 28 Shogan@boutinjones.com	

24 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
25 and processing of correspondence for mailing with the United States Postal
26 Service and that each day's mail is deposited with the United States Postal
27 Service that same day in the ordinary course of business. On the date set forth
28 above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Elk Grove, California, addressed as set forth above.

1 [] [By Personal Service] By personally delivering a true copy thereof to the office
2 of the addressee above.

3 [] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
4 above. No error was reported by the e-mail service that I used.

5 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
6 personally delivered via the following overnight courier service: _____.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing
8 is true and correct, and that this declaration was executed on February 18, 2021, at Elk Grove,
9 California.

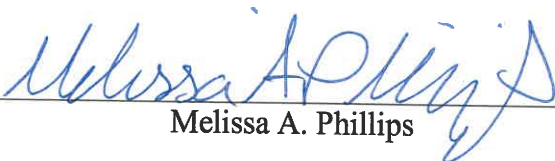
10 
11 _____
12 Melissa A. Phillips
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EXHIBIT D

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Kee v Dr. Jeffrey A. Saladin

Requesting Attorneys Name:

Justin Rodriguez

E-Mail:

jrodriguez@shimodalaw.com

ILYM Contact:

Jonathan Paul

E-Mail:

Jonathan@ilymgroup.com

Contact Number:

310.948.7117

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	950
Estimated Mail Returned as Undeliverable	20%
NCOA	Yes
Certified Spanish Translation	No
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00
Subtotal				\$650.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	5	\$600.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	5	\$350.00
Staff Hours for Processing Consent Forms, Opt-Outs, Disputes & Objections	Hourly	\$70.00	5	\$350.00
Report Processing	Hourly	\$70.00	5	\$350.00
NCOA	Flat Rate	\$250.00	1	\$250.00
Toll Free Customer Service Representative	Flat Rate	\$750.00	1	\$750.00
Subtotal				\$2,650.00

NOTIFICATION/MAILING				
Fulfillment of Notice, English Only	Per Piece	\$1.00	950	\$950.00
USPS First Class Postage	Per Piece	\$0.55	950	\$522.50
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	57	\$114.00
Storage, Photocopies, Deliveries	Flat Fee	\$340.00	1	\$340.00
Subtotal				\$1,926.50

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	5	\$750.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	5	\$625.00
Check, Stub & Release - Print & Mail (1099)	Per Check	\$1.00	950	\$950.00
USPS First Class Postage	Per Piece	\$0.50	950	\$475.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$3.00	57	\$171.00
Preparation of Taxes	Hourly	\$120.00	10	\$1,200.00
Send Uncashed Funds to Cy Pres	Flat Fee	\$150.00	1	\$150.00
Annual Filing of Tax Return	Per Year	\$1,162.50	1	\$1,162.50

**Additional Bank fees may apply*

Subtotal \$5,483.50

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	3	\$300.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$790.00

TOTAL CASE ESTIMATE - NOT TO EXCEED: \$11,500.00

EXHIBIT E

<u>Date</u>	<u>Description</u>	<u>Amount</u>
9/25/2020	Administration/Copy Fee - Phone, Fax, Scan, Copying, Westlaw Legal Research Fees	\$ 500.00
9/30/2020	Certified Mail - PAGA Letters to Employers	\$ 33.60
9/30/2020	Payment to LWDA - PAGA Filing Fee	\$ 75.00
12/8/2020	Payment to Court - Complaint	\$ 435.00
12/8/2020	Service Fee to Court - Complaint	\$ 40.00
12/21/2020	Payment for Records - PRA Documents	\$ 29.07
1/5/2021	Service Fee to Court - Request for Dismissal	\$ 40.00
2/4/2021	Service Fee to Court - Notice of Disassociation of Counsel	\$ 40.00
3/2/2021	Service Fee to Court - Amended Complaint	\$ 40.00
4/9/2021	Payment for Records - PRA Documents	\$ 6.84
4/27/2021	Mediation	\$ 4,650.00
5/27/2021	Service Fee to Court - Proof of Service of Summons	\$ 40.00
8/11/2021	Mediation - Attorney Lunch	\$ 44.33
12/6/2021	Experts - Berger Consulting inv 4746	\$ 2,662.50
12/22/2021	Service Fee to Court - Case Management Statement	\$ 40.00
1/14/2022	Service Fee to Court - Notice of Disassociation of Counsel	\$ 40.00
3/24/2022	Payment to Court - Stipulation and Proposed Order Deeming Case Complex	\$ 20.00
3/24/2022	Service Fee to Court - Stipulation and Proposed Order Deeming Case Complex	\$ 40.00
5/5/2022	Payment to Court - Complex fee	\$ 1,000.00
Anticipated	One Legal Filing Fee / Service Fee - Preliminary Approval Motion	\$ 125.00
Anticipated	Payment to Court - Preliminary Approval Motion	\$ 60.00
Anticipated	One Legal Filing Fee / Service Fee - Final Approval Motion	\$ 125.00
Anticipated	Payment to Court - Final Approval Motion	\$ 60.00
Anticipated	One Legal Filing Fee / Service Fee - CMC Statement	\$ 25.00
Anticipated	One Legal Filing Fee / Service Fee - Compliance Declaration	\$ 25.00

Total: \$10,196.34

EXHIBIT F

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 [REDACTED] (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 [REDACTED], 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 [REDACTED] weeks during the applicable Class Period (as defined below), which means your share of the settlement proceeds is estimated to be [REDACTED]. 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 [REDACTED] (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 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 [REDACTED].

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 [REDACTED]. 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.

F. Reasonableness of Settlement

The Parties and their counsel believe that the Settlement and the allocations made for payments under the Settlement are fair and reasonable. The Class Representatives and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation.

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 [redacted]. The request to opt out must be signed, dated and mailed by First Class U.S. Mail or the equivalent, to:

[Claims Administrator Information]

If you submit a request to opt out which is not postmarked by [redacted], 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 [redacted]. 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 ____, [address] on [redacted] at [redacted] 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.

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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
Elk Grove, CA 95624
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 [number]

BY ORDER OF THE COURT

EXHIBIT G