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Attorneys for Plaintiff and the Class

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

WENDIE BRANDT, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

KIDS CARE DENTAL & ORTHODONTICS, a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 34-2021-00296816

[Assigned for all purposes to Department 25,
Hon. Jill H. Talley]

**DECLARATION OF SIMON L. YANG IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 5, 2023
Time: 9:00 a.m.
Department: 25

Complaint Filed: September 1, 2021

1 I, Simon L. Yang, declare as follows:

2 1. I am an attorney admitted to practice in the State of California and, with the law firm
3 Diversity Law Group, P.C., am counsel of record for Plaintiff. I make this declaration on the basis of my
4 own personal knowledge, except as to those matters stated on information and belief and, as to those
5 matters, I believe them to be true. If called as a witness, I could testify competently as to the facts stated
6 in this declaration.

7 2. On March 18, 2021, Plaintiff initiated this class action on behalf of a putative class of
8 current and former non-exempt employees of Defendant in the State of California. On April 19, 2021,
9 Plaintiff filed an amended complaint to also allege PAGA claims. Based on discovery, Plaintiff met and
10 conferred with Defendant about a second amended complaint. The operative complaint pursues class
11 action and representative action claims for Defendant's alleged failures to pay all minimum wages and
12 overtime, to pay an additional hour of regular rate wages for failures to provide meal and rest breaks, to
13 furnish accurate itemized wage statements, and to reimburse business expenses.

14 3. Throughout the litigation, Plaintiff and Defendant met and conferred about the alleged
15 claims. Defendant provided Plaintiff with information about various defenses, including for example
16 some based on arbitration agreements and others based on factual disputes regarding Plaintiff's
17 allegations. The Parties engaged in an extensive exchange of information pursuant to informal methods
18 to assist the Parties in exploring the possibility of a mediated resolution. Plaintiff continued investigating
19 the alleged claims and also analyzed any defenses raised by Defendant. Plaintiff met and conferred with
20 Defendant regarding additional claims based on Plaintiff's investigation. Defendant agreed to informally
21 provide information related to the additional claims as well. Defendant's willingness to engage in
22 extensive informal discovery enabled Plaintiff to evaluate the extent of Defendant's potential liability.
23 Ultimately, the Parties agreed to schedule a mediation.

24 4. On September 26, 2022, the Parties attended a mediation with Tripper Ortman, an
25 experienced mediator knowledgeable of both the wage and hour laws and class and representative action
26 claims at issue. With the mediator's assistance and based upon the mediator's proposal, the Parties were
27 able to agree to settlement terms, which were negotiated in light of all known facts and circumstances—
28 including the uncertainty associated with litigation, the risks of significant delay, and numerous potential

1 appellate issues. The settlement terms were memorialized in the Joint Stipulation of Class Action and
2 PAGA Settlement (the “Agreement”), a true and correct copy of which is attached as **Exhibit 1**.

3 5. The Agreement requires Defendant to pay \$800,000.00—or approximately \$626.47
4 gross, on average, per Class Member. As discussed below, this amounts to approximately 9.45% of
5 Defendant’s potential liability and is an excellent result for Class Members. To wit, while Plaintiff
6 admits that the alleged underpaid wages, overtime, and additional hours of regular rate wages amount to
7 comparatively smaller sums, Plaintiff contends that such underpayments result in Labor Code section 203
8 penalties of up to 30 days wages.¹ Plaintiff also contends that class claims under Section 226(e) result in
9 a \$50 penalty for the first non-compliant wage statement to each Class Member and a \$100 penalty for
10 each additional non-compliant wage statement to the Class Member, up to a maximum of \$4,000 per
11 Class Member. Plaintiff additionally contends that Defendant would be liable for actual Class Member
12 expenses under Section 2802. Moreover, under PAGA, Plaintiff contends that Defendant also would be
13 liable for an additional \$100 per pay period under Section 2699(f).

14 6. Defendant contested the merits and denied it was liable at all. Moreover, even if Plaintiff
15 prevailed on the merits, Defendant contested the extent of liability. For example, with respect to liability
16 for underpaid wages, overtime, and additional hours of regular rate wages, Defendant contended that it
17 would not be subject to Section 203 penalties, based on a good faith defense. Likewise, with respect to
18 wage statement liability, Defendant contended that liability under Section 226(e) would be subject to
19 additional defenses requiring proof of injuries resulting from knowing and intentional violations.
20 Finally, with respect to PAGA penalties, Defendant contended that PAGA penalties in any event be
21 subject to discretionary reductions.

22 7. While the Parties disagree on the application of the law to the facts, each Party
23 recognized in negotiations that, if taken to trial, the other Party would at least have reasonable
24 arguments, such that the Gross Settlement Amount to which the Parties ultimately agreed was
25 reasonable. Ultimately, based on data at mediation, Plaintiff argued that the potential total recovery
26 amounted to approximately \$8,467,366.56—which included approximately \$3,941,242.20 under Section
27

28 ¹ Except as otherwise noted, all “Section” references are to the Labor Code.

203,² approximately \$2,259,800.00 under Section 226(e),³ approximately \$6,524.36 under Section 2802,⁴ and approximately \$2,259,800.00 under Section 2699(f).⁵ Plaintiff contends that the Gross Settlement Amount of \$800,000.00—approximately 9.45% of the potential total recovery of \$8,467,366.56—is an excellent result. The Gross Settlement Amount of \$800,000.00 is approximately 9.45% of the potential total recovery of \$8,467,366.56. Based on the terms of the Agreement, it is expected that, on average, each Class Member would be allocated approximately \$347.95 (*after* all requested payments from the Gross Settlement Amount).⁶

8. Although I am confident that litigation of the claims would result in a classwide judgment against Defendant, I recognize the inherent risks in litigation, including the specific risks that class certification could be denied, liability could not be established at trial, or the applicable law could change. I recognize that the settlement resulting from extensive arm's length negotiations between the Parties is fair, reasonable, and adequate for each participating Class Member, given the inherent risks of litigation, as well as the potential for appeals and the costs of pursuing litigation.

9. I am one of the primary attorneys on this matter. My qualifications are as follows: After completing my undergraduate education at The Wharton School at the University of Pennsylvania in 2004 with concentrations in Management and Human Resources, I continued studying labor and employment issues by enrolling in post-graduate education at the School of Labor and Employment Relations at the University of Illinois. I determined before enrolling in law school that I wanted to practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

² 815 former employees x 7.6 hours per day x \$21.21 per hour x 30 days.

³ 22,598 wage statements x \$100 per wage statement.

⁴ This is based on Class Members' actual purchase histories from Defendant's store.

⁵ 22,598 pay periods x \$100 per pay period.

⁶ The amount paid on average to each Class Member may increase, depending on how many Class Members opt out of the class action settlement. The amount actually paid to any Class Member may increase or decrease depending on his or her number of relevant wage statements during the Class Period.

1 10. Upon graduating from law school in 2008, I practiced labor and employment law at
2 Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My
3 practice focused on wage and hour class, collective, and representative actions, with a particular
4 emphasis on matters involving the Labor Code Private Attorneys General Act of 2004 (“PAGA”).
5 During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class,
6 collective, and representative actions that resulted in published opinions, including for example, *Ehret v.*
7 *WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on
8 absence of meal period violations in light of collectively bargained waiver of meal periods on shifts of
9 not more than six hours), and *Ruelas v. Costco Wholesale Corporation*, 67 F. Supp. 3d 1137 (C.D. Cal.
10 Sept. 8, 2014) (obtaining dismissal of wage statement allegations in PAGA representative action). I was
11 also able to obtain experience litigating representative claims or wage and hour matters through trial and
12 appeal. *E.g.*, *Velazquez v. Costco Wholesale Corporation*, 603 Fed. App’x 584 (9th Cir. Mar. 25, 2015)
13 (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to
14 pay wages); *Ward v. Costco Wholesale Corporation*, 552 Fed. App’x 631 (9th Cir. Jan. 9, 2014)
15 (affirming bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in
16 collective action with involving deductions from final paychecks). I also litigated class certification on
17 numerous matters. *E.g.*, *Martinez v. Guess?, Inc.*, Los Angeles Superior Court Case No. BC 498326
18 (denial of class certification on behalf of retail employees alleging off-the-clock work).

19 11. Based on my experience in wage and hour class, collective, and representative actions, I
20 have been interviewed and quoted in articles published in the Northern California Record about
21 legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and
22 hour class and representative action litigation, including for example articles on California kin care
23 requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of
24 California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break
25 laws in *California Transportation News*, a publication of the California Construction Trucking
26 Association.

27 12. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C.,
28 which also focuses primarily on employment law. I have handled a number of wage and hour class and

1 representative actions and continue litigating such matters in numerous Superior Courts and District
2 Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully
3 mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have
4 obtained class certification and been appointed class counsel. No court has ever found me to be
5 inadequate class counsel.

6 13. My co-counsel and I will adequately represent the Class Members in this action.
7 Plaintiff's Counsel have and will zealously represent Plaintiff and the Class and pursue this lawsuit to its
8 conclusion.

9 14. Along with the filing of the motion for preliminary approval of the settlement in this
10 matter, a copy of the motion papers have also been uploaded to the Labor and Workforce Development
11 Agency ("LWDA") in compliance with Section 2699(1)(2) and (4). Similarly, upon approval of a
12 settlement in this matter, my regular practice would be to direct my office staff to upload a copy of the
13 Court's judgment, papers, or other orders awarding civil penalties under PAGA.

14 I declare under penalty of perjury under the laws of the State of California that the foregoing is
15 true and correct. Executed this 12th day of April 2023, at Pasadena, California.

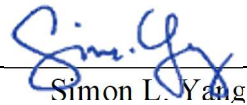
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EXHIBIT 1

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

WENDIE BRANDT, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

KIDS CARE DENTAL & ORTHODONTICS, a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 34-2021-00296816

[Assigned to the Hon. Jill H. Talley, Dept. 27]

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

Complaint Filed:

March 18, 2021

FAC Filed:

April 19, 2021

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between
3 Plaintiff, Wendie Brandt, on the one hand, and Defendant, Reeves. D.D.S. and Lavalley, D.D.S., a
4 Dental Corporation d/b/a Kids Care Dental & Orthodontics, on the other hand.

5 **1. DEFINITIONS**

6 As used in this Agreement, the following terms shall have the following meanings:

7 **1.1. Action.** “Action” means the civil lawsuit originally entitled *Wendie Brandt v. Kids Care*
8 *Dental & Orthodontics*, filed on or about March 18, 2021, in the Superior Court of the State of
9 California for the County of Sacramento designated as Case No. 34-2021-00296816.

10 **1.2. Administrator.** “Administrator” means the third-party settlement administrator
11 approved by the Court to administer the settlement.

12 **1.3. Agreement.** “Agreement” means this Joint Stipulation of Class Action and PAGA
13 Settlement.

14 **1.4. Class Counsel.** “Class Counsel” means Larry W. Lee and Simon L. Yang of Diversity
15 Law Group, P.C. and Kelsey A. Webber of Webber Law Group.

16 **1.5. Class Member.** “Class Member” means all current and former non-exempt employees
17 of Defendant in the State of California during the Class Period who did not sign a separation agreement
18 during the Class Period. Defendant represents that there are approximately 1,277 Class Members.

19 **1.6. Class Notice.** “Class Notice” means the Notice of Class Action Settlement, substantially
20 in the form attached as Exhibit A.

21 **1.7. Class Period.** “Class Period” means September 16, 2016, through September 26,, 2022.

22 **1.8. Court.** “Court” means the Superior Court of California for the County of Sacramento.

23 **1.9. Defendant.** “Defendant” means Reeves. D.D.S. and Lavalley, D.D.S., a Dental
24 Corporation d/b/a Kids Care Dental & Orthodontics.

25 **1.10. Defendant’s Counsel.** “Defendant’s Counsel” means Maureen K. Bogue and Noah
26 Levin of Pacific Employment Law, Inc.

27 **1.11. Effective Date.** “Effective Date” means: (a) the day following the expiration of the time
28 for the filing of an appeal of the Final Approval Order; or (b) if any appeals of the Final Approval

Order are filed, the day following the expiration of time to further appeal an order affirming the Final Approval Order.

1.12. Final Approval Order. “Final Approval Order” means an order granting final approval of a settlement pursuant to this Agreement.

1.13. Gross Settlement Amount. “Gross Settlement Amount” means the maximum potential settlement amount—inclusive of any Attorneys’ Fees and Costs Award, Class Representative Award, Administration Costs, PAGA Penalty Fund, and allocations for Individual Settlement Payments—that Defendant may be required to pay in connection with a Final Approval Order.

1.13.1. Administration Costs. “Administration Costs” means a Court approved payment from the Gross Settlement Amount to the Administrator for administering the settlement, which includes but is not limited to printing, distributing, or tracking Class Notices, processing any required tax payments or reporting, providing any required tax forms, distributing payments pursuant to a Final Approval Order, and providing necessary reports or declarations, as requested by the Court or Class Counsel and Defendant’s Counsel.

1.13.2. Attorneys’ Fees and Costs Award. “Attorneys’ Fees and Costs Award” means a Court approved payment from the Gross Settlement Amount for Class Counsel’s attorneys’ fees and costs associated with the litigation and resolution of the Action (excluding third-party Administration Costs).

1.13.3. Class Representative Award. “Class Representative Award” means a Court approved payment from the Gross Settlement Amount to Plaintiff in recognition of Plaintiff’s efforts and work in prosecuting the Action on behalf of Class Members and in consideration of Plaintiff’s additional general release of claims inapplicable to Settlement Class Members.

1.14. Individual Settlement Payment. “Individual Settlement Payment” means a Class Member’s potential payment from the Gross Settlement Amount, which may include an Individual Class Payment and Individual PAGA Payment.

1.14.1. Individual Class Payment. “Individual Class Payment” means a Settlement Class Member’s potential payment from the Net Settlement Amount for the class action settlement.

1 **1.14.2. Individual PAGA Payment.** “Individual PAGA Payment” means a PAGA
2 Employee’s potential payment from the PAGA Penalty Fund for the PAGA settlement.

3 **1.15. LWDA Payment.** “LWDA Payment” means a Court approved payment to the Labor &
4 Workforce Development Agency (“LWDA”) of 75% of the PAGA Penalty Fund.

5 **1.16. Net Settlement Amount.** “Net Settlement Amount” means the remainder of the Gross
6 Settlement Amount after Court approved deductions for the Attorneys’ Fees and Costs Award, Class
7 Representative Award, Administration Costs, and PAGA Penalty Fund.

8 **1.17. PAGA Employee.** “PAGA Employee” means all current and former non-exempt
9 employees of Defendant in the State of California during the PAGA Period.

10 **1.18. PAGA Period.** “PAGA Period” means September 16, 2019, through September 26,
11 2022.

12 **1.19. PAGA Penalty Fund.** “PAGA Penalty Fund” means the portion of the settlement
13 allocated to PAGA penalties.

14 **1.20. Parties.** “Parties” means Plaintiff and Defendant.

15 **1.21. Plaintiff.** “Plaintiff” means Wendie Brandt.

16 **1.22. Preliminary Approval Order.** “Preliminary Approval Order” means an order granting
17 preliminary approval of a settlement pursuant to this Agreement.

18 **1.23. Released Party.** “Released Party” means Defendant, its owners, past and present
19 officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives,
20 accountants, auditors, consultants, and its respective successors and predecessors in interest,
21 subsidiaries, affiliates (including, but not limited to CDC Dental Management Co., LLC), parents, and
22 counsel in the Action.

23 **1.24. Settlement Class Members.** “Settlement Class Members” means Class Members who
24 do not exclude themselves from the class action settlement by complying with the procedures set forth
25 in the Class Notice to opt out of the class action settlement.

26 **2. RECITALS**

27 **2.1. Initiation of Action.** On or about March 18, 2021, Plaintiff filed the original complaint
28 initiating the Action on behalf of a putative class of current and former non-exempt employees of

1 Defendant in the State of California. The Action pursued class action claims for Defendant’s alleged
2 failures to pay or timely pay all wages and overtime due, reimburse business expenses, and furnish
3 accurate itemized wage statements. On April 19, 2021, Plaintiff filed a first amended complaint which
4 also pursued representative action claims under the Labor Code Private Attorneys General Act of 2004
5 (“PAGA”).

6 **2.2. Class Counsel’s Investigation.** Plaintiff and Defendant met and conferred about the
7 alleged claims. On September 21, 2021, and numerous dates thereafter, Plaintiff and Defendant
8 exchanged information and documents that Plaintiff contended supported the claims and that Defendant
9 contended supported its defenses, including for example an arbitration agreement. The Parties
10 continued engaging in informal discovery, and Defendant provided Plaintiff with additional
11 information about the factual allegations relating to Defendant’s clock-in procedures and work
12 uniforms. Class Counsel continued investigating the alleged claims and also analyzed any defenses
13 raised by Defendant. Plaintiff met and conferred with Defendant about potential underpayments of
14 overtime and additional hours of regular rate wages for meal and rest break violations. Ultimately,
15 Defendant agreed to schedule a mediation to potentially resolve the pled and additionally alleged
16 claims.

17 **2.3. Mediation and Settlement.** On September 26, 2022, the Parties attended a mediation
18 with Tripper Ortman, an experienced mediator knowledgeable of both the wage and hour laws and
19 class and representative action claims at issue in the Action. With the mediator’s assistance and based
20 upon the mediator’s proposal, the Parties were able to agree to settlement terms, which were negotiated
21 in light of all known facts and circumstances—including the uncertainty associated with litigation, the
22 risks of significant delay, and numerous potential appellate issues. The settlement was achieved only
23 after extensive arm’s length negotiations both during and in the weeks leading up to the mediation.

24 **2.4. No Admission of Liability.** Defendant denies all of the allegations made by Plaintiff in
25 the Action, including those to be pled in the operative second amended complaint. Although Defendant
26 denies all of the allegations made by Plaintiff in the Action, Defendant has agreed to settle the Action
27 on the terms and conditions set forth in this Agreement for the sole purpose of avoiding the burden,
28 expense, and uncertainty of continuing the Action.

1 **2.5. Class Counsel's Evaluation.** Based on Class Counsel's ongoing investigation and
2 evaluation, Class Counsel is of the opinion that the terms set forth in this Agreement are fair,
3 reasonable, adequate, and in the best interests of Class Members.

4 **2.6. Certification of Settlement Class.** This Agreement is contingent upon the approval and
5 certification by the Court of a class for purposes of settlement. The Parties agree to cooperate and take
6 all steps necessary and appropriate to effectuate all aspects of this Agreement and to obtain a
7 Preliminary Approval Order and then Final Approval Order.

8 **3. NOTICE TO CLASS MEMBERS**

9 **3.1. Administrator.** Plaintiff and Class Counsel shall request that the Court appoint Phoenix
10 Settlement Administrators as the Administrator for purposes of sending notice of the settlement to
11 Class Members.

12 **3.2. Class Data for Administrator.** Within 14 business days of the Preliminary Approval
13 Order, Defendant shall provide to the Administrator each Class Member's last known mailing address,
14 as well as data sufficient for the Administrator to perform all necessary responsibilities pursuant to this
15 Agreement.

16 **3.3. Mailing of Notice.** Within seven days of receipt of the Class Data, the Administrator
17 shall send Class Notice to each Class Member via First Class U.S. Mail, using the last known mailing
18 address for each Class Member, based on class data provided by Defendant. Any Class Notice returned
19 to the Administrator as undeliverable shall be sent promptly via First Class U.S. Mail to the forwarding
20 address affixed thereto. If no forwarding address is provided, the Administrator shall promptly attempt
21 to determine the correct address using a single skip-trace search and shall then promptly send a single
22 re-mailing. This shall be the sole means of notice to Class Members.

23 **3.4. Proof of Mailing.** The Administrator shall provide Class Counsel and Defendant's
24 Counsel a declaration of due diligence and proof of mailing with regard to mailing of Class Notice.

25 **4. CLASS MEMBERS' RESPONSE OPTIONS**

26 **4.1. Consideration Period.** Class Members shall be provided 45 calendar days after the
27 postmark date of the initial mailing of Class Notice to exercise any rights to opt out of the settlement.
28 Except as provided herein, no Class Member responses that are postmarked more than 45 calendar days

after the initial mailing of Class Notice shall be considered. The Parties shall do nothing to encourage or solicit Class Members to opt out of or object to the settlement.

4.2. Objection Right and Effect. Settlement Class Members shall be given the opportunity to object to the terms of the class action settlement. Settlement Class Members may object to the class action settlement by mailing to the Administrator an objection within 45 calendar days after the postmark date of the initial mailing of Class Notice, which describes the objection and states any intention to appear at the final approval hearing. Any Settlement Class Member who does not comply with the objection procedures in the Class Notice shall be deemed to have waived any objections and shall be foreclosed from making any objection, whether by appeal or otherwise, to the settlement. Settlement Class Members who object to the settlement pursuant to the terms of the Class Notice shall remain subject to being bound by the release provisions in this Agreement pursuant to a Final Approval Order and shall remain eligible to receive an Individual Class Payment. Class Members do not have the right to object to the terms of the PAGA settlement.

4.3. Opt-Out Right and Effect. Class Members shall be given the opportunity to opt out of the settlement. Class Members may opt out of the settlement by mailing to the Administrator a Request for Exclusion, which expresses their desire to be excluded from the Settlement Class. Any Request for Exclusion that does not comply with the procedures in the Class Notice shall be deemed void and ineffective. Class Members who opt out of the settlement pursuant to the terms of the Class Notice shall not receive any Individual Class Payments, shall not be bound by the class action release provisions in this Agreement pursuant to a Final Approval Order, and shall not be permitted to object to the settlement or appeal. If a Class Member submits both a Request for Exclusion and an objection, the Administrator shall attempt to determine whether the Class Member would like to withdraw either the Request for Exclusion or the objection. If the Class Member does not withdraw a Request for Exclusion, or if the Administrator cannot contact the Class Member who submits both a Request for Exclusion and an objection, the Request for Exclusion shall be deemed valid and shall be deemed to invalidate the objection. Class Members do not have the right to opt out of the PAGA settlement.

1 **4.4. Objection Response.** The Administrator must provide a copy of any objection received
2 to Class Counsel and Defendant's Counsel upon receipt. Either of the Parties may file a response to any
3 written objection no later than five court days before the final approval hearing.

4 **4.5. Defendant's Right to Terminate.** If more than 5% of Class Members opt out of the
5 class action settlement, then Defendant shall have the right to terminate the Agreement by notifying
6 Plaintiff's Counsel in writing within seven days of notification that more than 5% of Class Members
7 have opted out of the class. If Defendant exercises the right to terminate the Agreement, Defendant
8 shall be responsible for any Administration Costs incurred to date.

9 **4.6. Proof of Class Members' Responses.** As soon as practicable after the end of the
10 consideration period, the Administrator shall provide a declaration attesting to (by number of relevant
11 individuals), its mailing of Class Notice, its inability to deliver Class Notice due to invalid addresses,
12 and its receipt of valid Requests for Exclusion or objections. The Administrator shall prepare any
13 supplemental declarations regarding the administration of the settlement, as necessary or as jointly
14 requested by the Parties or the Court.

15 **5. SETTLEMENT PROCEEDS**

16 **5.1. Gross Settlement Amount.** Defendant agrees to pay a non-reversionary Gross
17 Settlement Amount of \$800,000.00. The Gross Settlement Amount was negotiated based on
18 Defendant's representation that there are approximately 68,817 relevant workweeks from January 2,
19 2017, through August 17, 2022. To the extent that the actual number of relevant workweeks during the
20 Class Period exceeds 68,817 by more than 10.0% (i.e., more than 6,882), the Gross Settlement Amount
21 shall increase on a pro rata basis equal to the percentage increase exceeding 10.0% (e.g., if the actual
22 number were 11.0% greater than 68,817, then the Gross Settlement Amount would be increased by
23 1.0%). Under no other circumstances will Defendant's payment exceed the Gross Settlement Amount,
24 except that Defendant will make additional payments to the Administrator representing its share of any
25 employer payroll taxes to be paid in connection with the Settlement (e.g., FICA, FUTA, payroll taxes,
26 or any similar tax or charge).

1 **5.1.1. Attorneys' Fees and Costs.** Class Counsel intends to request—and Defendant
2 agrees not to oppose—that the Court approve an Attorneys' Fees and Costs Award in the amount of (a)
3 33⅓% of the Gross Settlement Amount, or \$266,666.67, and (b) litigation costs not to exceed \$20,000.

4 **5.1.2. Class Representative Award.** Class Counsel intends to request—and Defendant
5 agrees not to oppose—that the Court approve a Class Representative Award of \$10,000.00. Any Class
6 Representative Award is supplemental to Plaintiff's Individual Settlement Payment.

7 **5.1.3. Administration Costs.** Class Counsel intends to request—and Defendant agrees
8 not to oppose—that the Court approve Administration Costs of up to \$14,000.00. The Parties agree to
9 cooperate in the settlement administration process and to make all reasonable efforts to control and
10 minimize Administration Costs.

11 **5.1.4. PAGA Penalty Fund and LWDA Payment.** The Parties allocate \$60,000.00 to
12 the PAGA Penalty Fund, which shall be distributed pursuant to statute with 75% of the PAGA Penalty
13 Fund payable from the Gross Settlement Amount as an LWDA Payment. The remaining 25% of the
14 PAGA Penalty Fund is to be payable from the Gross Settlement Amount as Individual PAGA
15 Payments to PAGA Employees.

16 **5.1.5. Differences in Requested and Approved Payments.** If the Court does not
17 approve the requested amounts for the Attorneys' Fees and Costs Award, Class Representative Award,
18 or Administration Costs, any requested but unapproved amounts shall be allocated to the Net
19 Settlement Amount. If the Court does not approve the requested amount for the PAGA Penalty Fund,
20 any difference in the requested and approved amount of the resulting LWDA Payment shall either be
21 allocated to the Net Settlement Amount or from the Gross Settlement Amount.

22 **5.2. Net Settlement Amount.** After deducting the approved Attorneys' Fees and Costs
23 Award, Class Representative Award, Administration Costs, and PAGA Penalty Fund from the Gross
24 Settlement Amount, the Net Settlement Amount shall be allocated entirely to Settlement Class
25 Members.

26 **5.3. Individual Settlement Payments.** Individual Settlement Payments shall be distributed
27 to PAGA Employees and Settlement Class Members, without the need to submit a claim form. The
28 Administrator shall calculate the amounts of payments described below. If a Class Member disputes

any employee data, disputes will be resolved and decided by the Administrator, and the Administrator's decision on all disputes will be final and non-appealable.

5.3.1. Individual PAGA Payments. The 25% portion of the PAGA Penalty Fund shall be distributed to PAGA Employees as Individual PAGA Payments and proportionally allocated among PAGA Employees based on the total number of workweeks for each Settlement Class Member during the PAGA Period. Individual PAGA Payments shall be subject to IRS Form 1099 reporting.

5.3.2. Individual Class Payments. The Net Settlement Amount shall be distributed to Settlement Class Members as Individual Class Payments and proportionally allocated among Settlement Class Members based on the total number of workweeks for each Settlement Class Member during the Class Period. 10% of Individual Class Payments shall be allocated to wages and subject to IRS Form W-2 reporting; the remainder of Individual Class Payments shall be allocated to interest and penalties and subject to IRS Form 1099 reporting.

5.4. No Tax Advice or Liability. The Administrator shall issue an IRS Form 1099 to Plaintiff for any Class Representative Award, to Class Counsel for any Attorneys' Fees and Costs Award, to the LWDA for any LWDA Payment, and to the Administrator for any Administration Costs. The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving any tax advice in connection with the settlement or any payments to be made pursuant to the Agreement. The Parties do not intend anything contained in this Agreement to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied upon as such. By participating in the settlement, each Class Member shall agree to be solely and legally responsible for paying any applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

5.5. Funding and Distribution. Within 10 days after the Effective Date, Defendant shall deposit the Gross Settlement Amount with the Administrator. Within 10 days after receiving the deposit, the Administrator shall distribute all amounts to be paid pursuant to the Final Approval Order. Upon completion of administration of the settlement, the Administrator shall provide written certification of such completion to Class Counsel and Defendant's Counsel.

1 **5.6. Undeliverable or Uncashed Checks.** All uncashed or undeliverable settlement checks
2 will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of
3 all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for
4 any expired checks in accordance with the Final Approval Order. The Parties shall request that the
5 Court order that the principal for any expired checks escheat to the State of California's Unclaimed
6 Property Fund in the name of the Settlement Class Member.

7 **6. RELEASES**

8 **6.1. Releases by Settlement Class Members.** By operation of the entry of the Final
9 Approval Order, and except as to such rights or claims as may be created by this Agreement, all
10 Settlement Class Members fully release Defendant and each Released Party from any and all claims,
11 demands, rights, liabilities and causes of action that were pled in the operative complaint in the Action,
12 or which could have been pled in the operative complaint in the Action based on the factual allegations
13 therein, that arose during the Class Period, including but not limited to causes of action based on any
14 alleged regular rate/overtime rate violations and/or any alleged underpayments associated with
15 overtime and/or meal and/or rest period premiums.

16 **6.2. Releases by LWDA.** By operation of the entry of the Final Approval Order, and except
17 as to such rights or claims as may be created by this Agreement, Plaintiff as a proxy for the State and
18 the LWDA fully release Defendant and each Released Party from any and all PAGA claims that are
19 based on the Labor Code violations pled in the operative complaint in the Action or Plaintiff's letters to
20 the LWDA dated February 20, 2021 or which could have been pled in the operative complaint in the
21 Action based on the factual allegations therein, that arose during the PAGA Period.

22 **6.3. Additional Release by Plaintiff.** In addition to the above releases applicable to Plaintiff
23 as a Settlement Class Member and PAGA Employee, but excluding the causes of action currently pled
24 in *Wendie Brandt v. Kids Care Dental & Orthodontics et al.*, Sacramento Superior Court Case No. 34-
25 2021-00301208, Plaintiff also generally releases all other claims, known or unknown, in favor of each
26 Released Party, including a waiver of Civil Code section 1542. Plaintiff expressly waives all rights
27 provided by Civil Code section 1542 that Plaintiff may have against each Released Party. Civil Code
28 section 1542 states:

1 A general release does not extend to claims that the creditor or releasing party does not know or
2 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.

3 Plaintiff acknowledges that she has read the entirety of the Agreement, including the above language
4 from the Civil Code, and that she fully understands both the Agreement and Civil Code section 1542.
5 By executing this Agreement, Plaintiff expressly waives any benefits and rights granted pursuant to
6 Civil Code section 1542.

7 **7. COURT APPROVAL**

8 **7.1. Preliminary Approval.** Plaintiff shall submit a motion seeking a Preliminary Approval
9 Order, which would, among other things: (i) preliminarily approve the proposed settlement according
10 to the terms of this Agreement; (ii) set a date for a final approval hearing; and (iii) provide for Class
11 Notice to be sent to Class Members as specified herein.

12 **7.2. Final Approval.** Not later than 16 court days before the date set by the Court for a final
13 approval hearing, or such other time as the Court requires, Plaintiff shall submit a motion seeking a
14 Final Approval Order, which would, among other things: (i) approve the settlement, (ii) deem the terms
15 to be fair, reasonable, and adequate, (iii) approve the releases, (iv) direct that the settlement's terms and
16 provisions be carried out; (v) enter final judgment; and (vi) retain jurisdiction to oversee administration
17 and enforcement of the terms of this Agreement and the Court's orders.

18 **7.3. Effect of Failure to Obtain Final Approval.** In the event the Court effects a material
19 change or fails to enter a Final Approval Order in accordance with this Agreement, or such Final
20 Approval Order is vacated, then this entire Agreement shall be void and unenforceable, subject to the
21 Parties' agreement to the contrary, and the costs of administration shall be split equally between the
22 Parties. The Action shall proceed as if no settlement has been attempted, subject to the Parties'
23 agreement to the contrary, and this Agreement and any documents in furtherance of this Agreement
24 shall be inadmissible in any future proceedings in this Action or any other action.

25 **8. MISCELLANEOUS**

26 **8.1. Entire Agreement.** This Agreement constitutes the entire agreement between the
27 Parties with regard to the subject matter contained herein, and all prior and contemporaneous
28 negotiations and understandings between the Parties shall be deemed merged into this Agreement. The

signatories represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein.

8.1.1. Counterparts and Signatures. This Agreement may be executed in counterparts, and when all signatories have signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one signed Agreement, which shall be binding upon and effective as to all Parties. Any party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via e-mail to counsel for the other party. Any signature transmitted via e-mail shall be deemed an original signature and shall be binding upon the party who transmits the signature page.

8.1.2. Waivers, Modifications, Etc. to Be in Writing. No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

8.1.3. Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship. The captions of paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

8.1.4. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as to render all provisions of this Agreement valid and enforceable.

1 **8.2. Further Acts and Cooperation Between the Parties.** The Parties shall cooperate and
2 use their best efforts to obtain the Court’s approval of this Agreement and its terms. Each of the Parties,
3 upon the request of another, agrees to perform such further acts and to execute and deliver such other
4 documents as are reasonably necessary to carry out the provisions of this Agreement.

5 **8.3. Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of
6 this Agreement as well as any and all matters arising out of, or related to, the implementation of this
7 Agreement and of the settlement contemplated thereby.

8 **8.4. Disputes.** If the Parties have a dispute with regard to the language of this Agreement,
9 they agree to engage mediator Lynn Frank to mediate any such dispute. The Parties will split the costs
10 of the mediator, and the Parties will bear their own fees and costs.

11 **8.5. Governing Law and Enforcement Actions.** All terms of this Agreement shall be
12 governed by and interpreted according to the laws of the State of California.

13 **[SIGNATURES ON FOLLOWING PAGE]**
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PLAINTIFF

Dated: April 5, 2023

Wendie Brandt

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Wendie Brandt

COUNSEL FOR PLAINTIFF AND CLASS

Dated: April 6, 2023

Simon L. Yang

Larry W. Lee

Simon L. Yang

DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: April __, 2023

Michael Gorman

Kids Care Dental & Orthodontics

COUNSEL FOR DEFENDANT

Dated: April __, 2023

Maureen K. Bogue

Noah Levin

PACIFIC EMPLOYMENT LAW, INC.

PLAINTIFF

Dated: April ___, 2023

Wendie Brandt

COUNSEL FOR PLAINTIFF AND CLASS

Dated: April ___, 2023

Larry W. Lee
Simon L. Yang
DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: April 11, 2023



Michael Gorman
Kids Care Dental & Orthodontics

COUNSEL FOR DEFENDANT

Dated: April 11, 2023



Maureen K. Bogue
Noah Levin
PACIFIC EMPLOYMENT LAW, INC.

EXHIBIT A

This notice is being sent pursuant to a court order. This is not a solicitation from a lawyer.

NOTICE OF CLASS ACTION SETTLEMENT

Wendie Brandt v. Kids Care Dental & Orthodontics,
Superior Court of the State of California for the County of Sacramento, Case No. 34-2021-00296816

If you are a current or former non-exempt employee of Reeves. D.D.S. and Lavalley, D.D.S., a Dental Corporation d/b/a Kids Care Dental & Orthodontics who worked in the State of California at any time from September 16, 2016, through September 26, 2022, and did not sign a separation agreement, you could receive a payment from a class action settlement (hereinafter, “Settlement”).

Read this notice carefully, as your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of Sacramento (the “Court”) has preliminarily approved a Settlement that could affect your rights. The proposed Settlement resolves a class action and Labor Code Private Attorneys General Act of 2004 (“PAGA”) action filed by Plaintiff, Wendie Brandt, against Defendant, Reeves. D.D.S. and Lavalley, D.D.S., a Dental Corporation doing business as Kids Care Dental & Orthodontics, which has been designated Case No. 34-2021-00296816 (the “Action”).

- The Action alleges that Defendant’s non-exempt employees were required to boot up computers and access an ADP application to clock in for work. It also alleges Defendant’s non-exempt employees had to spend their own money and time to purchase, wash, and maintain work uniforms. It also alleges Defendant underpaid certain wages at less than the required rates based on the regular rate of pay, failed to reimburse certain expenses, and failed to provide accurate itemized wage statements. On these bases, the Action pursues class action and PAGA claims.
- The Court has not decided that Defendant did anything wrong. Defendant denies Plaintiff’s allegations and maintain it has fully complied with the law. By agreeing to the Settlement, Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff or others and expressly denies all such liability. Both Plaintiff and Defendant have agreed to the Settlement in light of all known facts and circumstances—including the uncertainty associated with litigation.
- If the Court grants final approval of the settlement, it would provide a cash fund for members of the Class to split based on the number of relevant workweeks that they each received during the relevant period.
- Based on Defendant’s records, you worked **XXX** relevant workweeks as a Class Member from September 16, 2016, through September 26, 2022. An *estimate* of the amount that could be allocated to you is **\$XXX**. Whether you receive a payment depends on whether the Court grants final approval of the class action settlement, and the amount you ultimately receive depends on the terms the Court finally approves and whether you opt out of the class action settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing and the Court grants final approval of the class action settlement, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the class action release provisions of the Settlement.
OPT OUT	You may opt out of the class action settlement by submitting a Request for Exclusion. If you opt out, you may not object to the class action settlement, will not be eligible to receive an Individual Class Payment, and will not be bound by the class action release provisions of the Settlement.
OBJECT	You may object to the class action settlement by submitting a written objection. If you object and the Court grants final approval of the class action settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the class action release provisions of the settlement.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (xxx) xxx-xxxx.

If the Court approves the PAGA settlement, you will receive an Individual PAGA Payment and will be bound by the PAGA release provisions of the Settlement, regardless of whether you opt out of the class action settlement.

**THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION FROM THE COURT
AS TO THE MERITS OF THE CLAIMS.**

1. Why Did I Receive This Notice?

You are receiving this Notice of Class Action Settlement (the “Notice”) because Defendant’s records show that you are a current and former non-exempt employee of Defendant in the State of California at any time from September 16, 2016, through September 26, 2022 (the “Class Period”), and did not sign a separation agreement during the Class Period. You also may be a PAGA Employee if you are a current and former non-exempt employee of Defendant in the State of California at any time from September 16, 2019, through September 26, 2022 (the “PAGA Period”). PAGA Employees may be entitled to share in the funds to be made available for the PAGA settlement.

Because the Settlement preliminarily approved by the Court would affect Settlement Class Members’ legal rights, the Court ordered that this Notice be sent to you. This Notice provides a brief description of the Action, informs you of the settlement terms preliminarily approved by the Court, and advises you of your legal rights with respect to the Settlement. If the Court finally approves the Settlement, the Settlement will fully resolve the Action, and your legal rights may be affected by the Settlement.

The Court has preliminarily approved Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and Kelsey A. Webber of Webber Law Group as Class Counsel. Based on their investigation and evaluation, they are of the opinion that the terms of Settlement are fair, reasonable, adequate, and in the best interests of Class Members. The terms of the Settlement are set forth in detail in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement”). You may obtain a copy of the Agreement from Phoenix Settlement Administrators, a neutral third-party appointed by the Court to administer the settlement (the “Administrator”).

2. What Is the Action About?

On March 18, 2021, Plaintiff filed a complaint in Court that alleged Defendant violated the California Labor Code. The operative complaint addresses alleged violations of Labor Code sections 201-204, 226, 226.7, 450, 510, 512, 1182.12, 1197, 1198, and 2802, and seeks penalties, damages, and other relief pursuant to, among other provisions, Labor Code sections 203, 210, 218, 218.5, 218.6, 226.3, 558, 1194, 1194.2, 1197.1, and 2698 et seq., and the Unfair Competition Law, codified at Business and Professions Code sections 17200 et seq. (the “UCL”).

Specifically, the Action alleges that Defendant’s non-exempt employees were required to boot up computers and access an ADP application to clock in for work. It also alleges Defendant’s non-exempt employees had to spend their own money and time to purchase, wash, and maintain work uniforms. It also alleges Defendant underpaid meal and rest period premium wages and overtime at less than the required rates based on the regular rate of pay.

Defendant denies (i) all of the allegations made by Plaintiff, (ii) that it violated any applicable laws, or (iii) that it is liable or owe damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever, Defendant has agreed to settle the Action, to avoid the burden, expense, and uncertainty of continuing the Action.

3. What Are the Payments Under the Settlement?

Defendant agrees to pay a Gross Settlement Amount of \$800,000.00, which is inclusive of any Administration Costs, Attorneys’ Fees and Costs Award, Class Representative Award, LWDA Payment, and Individual Class Payments & Individual PAGA Payments awarded by the Court. The Court may approve payment of (i) Administration Costs to the Administrator for administering the settlement (printing, distributing, or tracking Notices, distributing payments, etc.); (ii) an Attorneys’ Fees and Costs Award to Class Counsel for litigation and resolution of the Action; (iii) a Class Representative Award to Plaintiff both for her efforts in prosecuting the

Action for Class Members and for Plaintiff's additional general release of claims inapplicable to Class Members; and (iv) a PAGA Penalty Fund.

PAGA Penalty Fund: The Settlement requests that the Court approve a PAGA Penalty Fund of \$60,000.00. Pursuant to Labor Code requirements, 75% of the PAGA Penalty Fund, or \$45,000.00, will be allocated to the LWDA as an LWDA Payment. The remainder of the PAGA Penalty Fund, or \$15,000.00, will be allocated and entirely payable to PAGA Employees as described below.

Individual Class Payments and Individual PAGA Payments: Individual Class Payments shall be distributed to Settlement Class Members and Individual PAGA Payments shall be distributed to PAGA Employees, respectively, without the need to submit a claim form. Allocations for amounts payable to Settlement Class Members and PAGA Employees will be based on the number of relevant workweeks they worked during the Class Period and PAGA Period.

10% of Individual Class Payments shall be allocated to wages and subject to IRS Form W-2 reporting; the remainder of Individual Class Payments and Individual PAGA Payments shall be allocated to interest and penalties and subject to IRS Form 1099 reporting. Through this settlement, each Settlement Class Member and PAGA Employee shall agree to be solely and legally responsible for paying all other applicable taxes on their respective Individual Class Payments and Individual PAGA Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks escheat to the State of California's Unclaimed Property Fund in the name of the Settlement Class Member or PAGA Employee.

Attorneys' Fees and Costs Award: You do not need to individually pay any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be determined by the Court. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount (or \$266,666.67) and (b) litigation costs of up to \$20,000.00.

Class Representative Award: Any Class Representative Award is to be determined by the Court and would be supplemental to Plaintiff's Individual Settlement Payments. Class Counsel intends to request that the Court approve a Class Representative Award of \$10,000.00 for Plaintiff's efforts in prosecuting the Action for Class Members and for Plaintiff's additional general release of claims inapplicable to Class Members.

Administration Costs: Class Counsel intends to request that the Court approve Administration Costs of up to \$14,000.00, payable to the Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments, or reporting, and calculating and distributing all payments under the Settlement.

All Payments Subject to Court Approval: The above payments will be made if and only if the Court concludes the settlement is reasonable, fair, and adequate for the Class. The Court may adjust the amounts of certain payments.

4. What Do I Release Under the Settlement?

If the Court grants final approval of the class action settlement and concludes it is reasonable, fair, and adequate for Class Members, Settlement Class Members would release Defendant, its owners, past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates (including, but not limited to CDC Dental Management Co., LLC), parents, and counsel in the Action ("Released Parties") from any and all claims that were pled in the operative complaint in the Action, or which could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose during the Class Period. This means that, if you do not timely and formally exclude yourself from the class action settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you. This release excludes the release of claims not permitted by law.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (xxx) xxx-xxxx.

Upon approval, the LWDA fully releases Defendant and each Released Party from any and all PAGA claims that are based on the Labor Code violations pled in the operative complaint in the Action or Plaintiff's letters to the LWDA or which could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose during the PAGA Period.

5. How Do I Object to the Class Action Settlement?

If you want to participate in the Settlement, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will automatically receive your Individual Class Payment and Individual PAGA Payment if the Court grants final approval of the class action settlement and approves the PAGA settlement.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. To object to the proposed settlement in writing, you must take the steps below:

- (1) You must mail a written statement to the Administrator listed below.
- (2) The written statement must include: your name, signature, address, last four digits of your Social Security number, and the basis for your objection.
- (3) If you object, you may but are not required to appear at the final approval hearing either in person or through counsel, paid for at your own expense.
- (4) The written statement must be postmarked by [45 days after the initial mailing of Notice].

If you object, you will remain bound by the class action settlement if finally approved and bound by the PAGA settlement if approved. If you do not want to be bound by the class action settlement if finally approved, you must opt out of the class action settlement. Regardless of whether you object to the class action settlement, you will be bound by the PAGA settlement if approved.

6. How Do I Opt Out of the Class Action Settlement?

If you do not want to participate in the class action settlement, you may opt out of the class action settlement. If you opt out of the class action settlement, you may not object to the class action settlement, will not receive any Individual Class Payment, and will not be bound by the class action release provisions of the Settlement.

In order to opt out, you MUST express your desire to be excluded from the class action settlement by mailing to the Administrator a "Request for Exclusion," which must state "Request for Exclusion" and include your name, signature, address, and last four digits of your Social Security number. Any such Request for Exclusion must be postmarked by [45 days after the initial mailing of Notice].

Any Request for Exclusion that does not include all required information or that is not submitted on a timely basis will be deemed null, void, and ineffective. A Request for Exclusion shall be deemed to be submitted as of the postmarked date. If you submit both a Request for Exclusion and an objection, your Request for Exclusion will be valid and be deemed to invalidate the objection.

8. Where Can I Get Additional Information?

This Notice summarizes the Settlement. For more information, you may contact the Administrator. Contact information for the Administrator and Class Counsel are as follows:

Administrator: xxx xxx xxx, California xxx Telephone: (xxx) xxx-xxxx	Class Counsel: DIVERSITY LAW GROUP, P.C. Larry W. Lee (lwlee@diversitylaw.com) Simon L. Yang (sly@diversitylaw.com) 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555	WEBBER LAW GROUP Kelsey A. Webber (kelsey.webber@webberlawgroup.com) 333 University Ave, Suite 200 Sacramento, California 95825 Telephone: (916) 588-0683
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PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.