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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 for all purposes to Department 27,
Hon. Jill H. Talley]

**DECLARATION OF WENDIE BRANDT IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 1, 2023
Time: 9:00 a.m.
Department: 27

Complaint Filed: March 18, 2021

1 I, Wendie Brandt, declare as follows:

2 1. I am an individual over the age of 18. I am the named plaintiff in the above-reference
3 action. I have personal knowledge of the facts set forth below, except as to those matters stated on
4 information and belief and, as to those matters, I believe them to be true. If called as a witness, I could
5 testify competently as to the matters stated in this declaration.

6 2. I began working for Kids Care Dental & Orthodontics around March of 2016. Until my
7 employment as a Dental Patient Coordinator ended around December of 2020, I was paid on an hourly
8 basis as a non-exempt employee. I was required to purchase work uniform with the Company's logo and
9 to maintain and clean the work uniform on my own time and at my own expense. I was not reimbursed
10 for the costs of purchasing, maintaining, or cleaning the work uniform. When I reported to work, I also
11 was required to spend several minutes per day booting up the Company's computers then accessing an
12 ADP application before being able to clock in to report my work hours.

13 3. I am informed and believe that I was neither timely paid nor ever paid minimum wages or
14 overtime wages for my work time spent maintaining and cleaning my work uniform or for my work time
15 booting up the Company's computers and accessing the ADP application. I am also informed and
16 believe that I was not paid an additional hour of regular rate wages on occasions I was not provided a
17 lawful meal or rest break. I am also informed and believe that I received itemized wage statements that
18 inaccurately stated my total hours worked, number of hours worked at each applicable hourly rate, gross
19 wages earned, and net wages earned.

20 4. During the pendency of this lawsuit, I have done my best to represent the interests of the
21 employees that are part of the class. I have actively contributed to the litigation of this case. My
22 contributions include but are not limited to (i) participating in numerous telephonic meetings with my
23 attorneys and their staff to discuss the case and review documents prepared on my behalf, (ii) providing
24 my attorneys with information and documents regarding my employment with Defendant, (iii) searching
25 for additional information and documents requested by my attorneys, (iv) reviewing and approving the
26 written notice to the Labor and Workforce Development Agency and the complaint and other papers
27 filed with the court, (v) participating in mediated settlement discussions, (vi) reviewing and executing
28 the settlement agreement, and (vii) reviewing and signing the declarations submitted to this Court in

1 support of the settlement. During the 2.5 years that this lawsuit has been pending, I have easily spent at
2 least 1.5 hours per month, on average—or more than 45.0 hours total—in progressing the litigation on
3 behalf of the Class.

4 5. I understand that the class claims alleged in this action were brought on behalf of other
5 similarly situated employees, and thus I am acting as a representative for the Class. I understood that an
6 individual case would have resolved much faster than a class action and involved much less financial
7 risk than a class action.

8 6. Throughout the lawsuit, I have been kept apprised of the status of this case. As the class
9 representative, I understand that it is my responsibility to act in the Class's best interest and not my own.
10 I agree that I will not put my own interests ahead of that of the Class. Moreover, I am not aware of any
11 conflicts that exist between my interest and the interests of the Class that would impair or affect my
12 ability to serve as representative for the Class. Indeed, in order to pursue claims on behalf of the Class, I
13 did not accept a severance agreement (or the consideration offered) from the company at the end of my
14 employment.

15 7. I have and continue to be willing to assist in the investigation of this matter as well as
16 make myself available for trial or any further proceeding in this matter as required to represent the
17 interests of the Class. I also understand my duties and responsibilities to the proposed class and will
18 carry out those duties as necessary.

19 8. I have discussed the terms of the settlement agreement with my attorneys, and based on
20 my understanding of the case, I am of the opinion that settlement for the consideration and on the terms
21 set forth in the settlement agreement are fair, reasonable, and adequate, and in the best interests of the
22 Class.

23 9. I understood that filing this lawsuit is a public record and I accepted that burden. This
24 lawsuit is something that potential employers can look into, and which may cause a negative impact of
25 my employment prospects. I also understood that there were risks due to my involvement as a named
26 plaintiff in a representative lawsuit against a large employer. For instance, if I lost, I might have to face a
27 judgment for some of Defendant's legal costs. Even understanding all these risks, I was willing to move
28 forward and bring this case on behalf of the other employees.

10. As part of the settlement, I agreed to sign a general release of claims apart from currently pending claims. This general release included a waiver of any rights I have under Civil Code section 1542. I understand the proposed settlement does not require similar releases of any other employees.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 7th day of August 2023, at Valley Springs, California.

Wendie Brandt

ID 4TMtxXWDaDYe4ccm6MCNxrUX

Wendie Brandt