

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

WEBBER & EGBERT EMPLOYMENT LAW, P.C.
Kelsey A. Webber (State Bar No. 303721)
Kelsey.Webber@WebberLawGroup.com
1610 R Street, Suite 300
Sacramento, California 95811
Telephone: (916) 588-0683

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 27,
Hon. Jill H. Talley]

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

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

Complaint Filed: March 18, 2021

1 On August 10, 2023, Plaintiff, Wendie Brandt, filed a motion for an Order Granting Final
2 Approval of Class Action Settlement, and on September 1, 2023, a hearing was held on this matter.

3 The Court has considered the papers and evidence, including the Joint Stipulation of Class
4 Action and PAGA Settlement (the “Agreement”), the arguments of counsel, and all other matters
5 presented to the Court regarding final approval of the settlement, approval of requested allocations from
6 the settlement fund, and entry of final judgment.

7 **I. Recital**

8 On March 18, 2021, Plaintiff, Wendie Brandt, initiated this class and Labor Code Private
9 Attorneys General Act of 2004 (“PAGA”) action against Defendant, Reeves. D.D.S. and Lavalley,
10 D.D.S., a Dental Corporation d/b/a Kids Care Dental & Orthodontics. On behalf of a putative class of
11 current and former non-exempt employees of Defendant in the State of California who did not sign a
12 separation agreement, and as a proxy for the State, the Action pursues class action and PAGA claims for
13 Defendant’s alleged underpayments of various wages, unreimbursed business expenses, and
14 noncompliant wage statements. Defendant denies the allegations.

15 **A. Class Members**

16 The Class is defined to include all current and former non-exempt employees of Defendant in the
17 State of California during the Class Period who did not sign a separation agreement during the Class
18 Period. The Class Period is from September 16, 2016, through September 26, 2022.¹ There are 1,165
19 individuals that comprise the Class.

20 **B. Operation of the Settlement**

21 Pursuant to the Court’s May 8, 2023 Preliminary Approval Order, the Court conditionally
22 certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order
23 also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval
24 Order after review and consideration of all of the pleadings filed in connection herewith, and the oral
25 presentations made by counsel at the hearing. In compliance with the Preliminary Approval Order, the
26

27 ¹ The settlement also defines a group of PAGA Employees, which includes all current and former non-
28 exempt employees of Defendant in the State of California during the PAGA Period. The PAGA Period
is from September 16, 2019, through September 26, 2022. There are 906 PAGA Employees.

1 Notice of Class Action Settlement (“Class Notice”) was sent to all Class Members via first class mail.
2 The notice process was timely completed.

3 **II. Finding**

4 This Court finds that the Agreement appears to be the product of serious, informed, non-
5 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment
6 to any individuals. The Court further finds that the Agreement is fair, adequate, and reasonable and that
7 Plaintiff has satisfied the standards for final approval of a class action settlement under California law.
8 Under the provisions of California Code of Civil Procedure section 382 and Rule 23 of the Federal
9 Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971),
10 the trial court has discretion to certify a class where:

11 [Q]uestions of law or fact common to the members of the class predominate over any questions
12 affecting only individual members, and that a class action is superior to the available methods for
the fair and efficient adjudication of the controversy

13 FED. R. CIV. PROC. 23.

14 Certification of a settlement class is the appropriate judicial device under these circumstances.

15 **III. Order**

16 Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

17 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
18 Agreement.

19 2. The Court has jurisdiction over the subject matter of the litigation, the Class
20 Representative, Settlement Class Members, and Defendants.

21 3. The Court finds that the dissemination of the Class Notice to the Class Members by the
22 appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice
23 practicable under the circumstances to all Class Members, and fully met the requirements of California
24 law and due process under the State and Federal Constitutions.

25 4. The Court approves the settlement of the above-captioned action, as set forth in the
26 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed
27 to perform in accordance with the terms set forth in the Agreement.
28

1 5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs
2 and attorneys' fees.

3 6. The Court hereby certifies the following Class of all current and former non-exempt
4 employees of Defendant in the State of California from September 16, 2016, through September 26,
5 2022, who did not sign a separation agreement by September 26, 2022.

6 7. With respect to the Class and for purposes of approving the settlement only and for no
7 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
8 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
9 the Class, and there is a well-defined community of interest among members of the Class with respect to
10 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are
11 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
12 protected the interests of the members of the Class; (e) a class action is superior to other available
13 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
14 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in her individual and
15 representative capacities and for the Class.

16 8. Defendants shall deposit the Gross Settlement Amount of \$800,000.00 with the
17 Administrator, pursuant to the terms of the Agreement.

18 9. From the Gross Settlement Amount, the Administrator shall pay:

- 19 • to Class Counsel attorneys' fees in the amount of \$266,666.67 and reimbursement of
20 costs in the amount of \$14,296.75;
- 21 • to Class Representative Wendie Brandt for her unique services to the Class, and as
22 consideration for the execution of a general release apart from pending claims, the
23 amount of \$10,000.00;
- 24 • to the California Labor and Workforce Development Agency the amount of
25 \$45,000.00 for its 75% share of PAGA Penalties; and
- 26 • to Phoenix Settlement Administrators the amount of \$13,500.00 for its fees and costs
27 in administering the settlement.

1 10. The Court finds that these amounts are fair and reasonable. The Administrator is directed
2 to make such payments in accordance with the terms of the Agreement.

3 11. The Court approves the Individual Settlement Payment and PAGA payment amounts,
4 which shall be distributed by the Administrator pursuant to the terms of the Agreement, after allocation
5 of the amounts set forth in Paragraph 9.

6 12. The Court hereby orders the parties to implement the terms of the Agreement, including
7 distributing the funds from any uncashed settlement checks to the State Unclaimed Property Fund in the
8 name of the recipient.

9 13. A compliance hearing is set for [May 24, 2024], at 9:00 a.m. in Department 27 of this
10 Court. At least 10 court days prior to the compliance hearing, Plaintiff shall file a declaration from the
11 Administrator establishing the status of distribution of settlement funds.

12 14. All Class Members, the LWDA, and Plaintiff shall be bound by the applicable releases
13 provided in the Agreement.

14 **IV. Judgment**

15 The Court hereby enters final judgment in this case in accordance with the terms of the
16 Settlement, Preliminary Approval Order, and this Order. Pursuant to Rule 3.769(h) of the California
17 Rules of Court, and without affecting the finality of the Settlement or Judgment entered, this Court shall
18 retain exclusive and continuing jurisdiction over the action and the Parties, including all Settlement
19 Class Members, for purposes of enforcing this Judgment.

20 Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the filing of
21 this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or other
22 wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this
23 judgment are an admission of any liability or finding of any violation of the Labor Code.

24 **IT IS SO ORDERED AND ADJUDGED.**

25 DATED: _____, 2023

THE HONORABLE JILL H. TALLEY