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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 27,
Hon. Jill H. Talley]

**DECLARATION OF YAMI BURNS
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

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

Complaint Filed: March 18, 2021

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Wendie Brandt v. Kids Care Dental & Orthodontics* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On May 26, 2023, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and pay periods for each Class Member (“Class List”) during the Class Period. The final mailing list contained one thousand one hundred sixty-five (1,165) individuals identified as Class Members.

1 4. On May 29, 2023, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On June 7, 2023, Phoenix mailed the Notice via U.S. first class mail, to all one
6 thousand one hundred sixty-five (1,165) Class Members on the Class List. A true and correct copy
7 of the mailed Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, zero (0) Notices have been returned to Phoenix.

9 7. As of the date of this declaration, Phoenix has received zero (0) Requests for
10 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
11 July 24, 2023.

12 8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
13 from Class Members. The deadline for objecting to the Class Settlement was July 24, 2023.

14 9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
15 from Class Members. The deadline for submitting a dispute was July 24, 2023.

16 10. There are one thousand one hundred sixty-five (1,165) Class Members who did not
17 submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class
18 Members, representing 100% of the Class.

19 11. The Net Settlement Amount of \$450,536.88 available to pay Settlement Class
20 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$266,666.67),
21 and Class Counsel costs (\$14,296.45), requested Enhancement Payment to Plaintiff Wendie Brandt
22 (\$10,000.00), the PAGA Amount (\$60,000.00), and the requested Settlement Administration Costs
23 (\$13,500.00) from the Gross Settlement Amount (\$800,000.00).

24 12. Based upon the calculations stipulated in the Settlement, the highest Individual
25 Settlement Share to be paid is approximately \$1,848.22, the lowest Individual Settlement Share to
26 be paid is approximately \$5.96, while the average Individual Settlement Share to be paid is
27 approximately \$373.85. Settlement Class Members will be issued payment of their Individual
28 Settlement Shares subject to reduction for the employee’s share of taxes and withholdings with

1 respect to the wages portion of the Individual Settlement Share (the net payment is their “Individual
2 Settlement Payment”).

3 13. Additionally, \$60,000.00 of the Gross Settlement Amount has been allocated toward
4 penalties under the Private Attorneys General Act (“PAGA Amount”), of which 75%, or
5 \$45,000.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%,
6 or \$15,000.00, of which shall be paid to all current and former hourly non-exempt individuals who
7 are or were employed by Defendant during the PAGA Period. There are nine hundred six (906)
8 Aggrieved Employees who worked a total of twenty-one thousand eight hundred seventy-five
9 (21,875) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid
10 is approximately \$52.11, and the average Individual PAGA Payment to be paid is approximately
11 \$16.56.

12 14. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in
13 addition to the Gross Settlement Amount.

14 15. Phoenix’s costs associated with the administration of this matter are \$13,500.00.
15 This includes all costs incurred to date, as well as estimated costs involved in completing the
16 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
17 **Exhibit B.**

18
19 I declare under penalty of perjury of the laws of the State of California that the foregoing is
20 true and correct.

21 Executed this 9th day of August 2023, at Orange, California.

22
23 
24 YAMI BURNS

Exhibit A

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 75 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 \$440.78. 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.

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.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (800) 523-5773.

<https://www.phoenixclassaction.com/brandt-v-kids-care-dental/>

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.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (800) 523-5773.

<https://www.phoenixclassaction.com/brandt-v-kids-care-dental/>

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.

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.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (800) 523-5773.

<https://www.phoenixclassaction.com/brandt-v-kids-care-dental/>

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 July 24, 2023.

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 July 24, 2023.

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: Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Telephone: (800) 523-5773	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.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (800) 523-5773.

<https://www.phoenixclassaction.com/brandt-v-kids-care-dental/>

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1165
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	1165
Subtotal Admin Only	\$13,739.60

TOTAL COSTS	\$13,500.00
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August 9, 2023

Case: Brandt v. Kids Care Dental & Orthodontics

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	5	\$500.00
Programming Database & Setup	\$100.00	5	\$500.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	200	\$400.00
NCOA (USPS)	\$0.15	1165	\$174.75
		Total	\$1,714.75

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	5	\$525.00
Data Merge & Duplication Scrub	\$0.15	1,165	\$174.75
Notice Packet & Opt-Out Form	\$0.95	1,165	\$1,106.75
Estimated Postage (up to 1 oz.)	\$0.60	1,165	\$699.00
Language Translation	\$0.30	3,261	\$978.30
		Total	\$3,483.80

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	5	\$275.00
Skip Tracing Undeliverables	\$1.00	40	\$40.00
Remail Notice Packets	\$0.95	41	\$38.95
Estimated Postage	\$0.60	41	\$24.60
Programing Undeliverables	\$50.00	1	\$50.00
		Total	\$428.55

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	4	\$400.00
Non Opt-Out Processing	\$200.00	4	\$800.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	1	\$5.00
Case Manager	\$85.00	4	\$340.00
		Total	\$1,710.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	4	\$400.00
Disbursement Review	\$100.00	4	\$400.00
Programming Manager	\$95.00	4	\$380.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	1,165	\$1,165.00
Estimated Postage Checks, W2 and 1099	\$0.50	1,165	\$582.50
Total			\$3,452.50

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$2,950.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$13,739.60