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and YAN KALIKA

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

ANDREA WALKER, individually and on  
behalf of all other similarly situated employees,

Plaintiff,

vs.

YAN KALIKA DENTAL CORPORATION, a  
California Corporation; YAN KALIKA, an  
individual; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 34-2021-00305106

**PRIVATE ATTORNEYS GENERAL ACT  
SETTLEMENT**

Filed: July 29, 2021

FAC Filed: September 18, 2023

Trial Date: None Set

This Private Attorneys General Act (“PAGA”) Settlement is made and entered into between the Plaintiff Andrea Walker (“Plaintiff”), on behalf of herself, the Labor and Workforce Development Agency, and Aggrieved Employees, and Defendants Yan Kalika Dental Corporation and Yan Kalika, (“Defendants”). This Agreement is subject to the terms and conditions set forth below and approval of the Court.

## **1. DEFINITIONS**

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

1.1 “Action” means the above stated lawsuit, *Walker v. Yan Kalika Dental Corporation, et al.*, Sacramento County Superior Court, Case No. 34-2021-00305106, filed July 29, 2021.

1.2 “Aggrieved Employee(s)” means all non-exempt employees who have worked, for Defendants in California from May 12, 2020, up to either (1) July 16, 2024, or (2) the Final Approval Date, whichever is earlier. The estimated number of Aggrieved Employees is 524.

1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Private Attorneys General Act Settlement.

1.4 “Complaint” means the operative Complaint on file in the Action with the Court.

1.5 “Court” means the Sacramento County Superior Court.

1.6 “Data Period” means May 12, 2020, to October 16, 2023.

1.7 “Defendants” means Yan Kalika Dental Corporation and Yan Kalika.

1.8 “Defendants’ Counsel” means Lukas Clary and Olatomiwa T. Aina of Weintraub Tobin Chediak Coleman Grodin.

1.9 “Enhancement Payment” means the amount approved by the Court to be paid to the PAGA Representative in recognition of the time and effort expended on behalf of Aggrieved Employees for the benefit of Aggrieved Employees, which is in addition to any Individual Settlement Amount paid to the PAGA Representative as an Aggrieved Employee. This payment is not to exceed \$10,000 and will be paid out of the Gross Settlement Amount. This payment shall also be in exchange for a waiver of individual claims by Plaintiff beyond the Private Attorneys General Act, including a waiver of the protections Civil Code section 1542 for those individual claims.

1           1.10   “Effective Date” means the Final Approval Date unless there is a timely objection lodged  
2 that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day  
3 after a signed order approving this settlement has been filed provided no appellate proceeding having been  
4 filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been  
5 finally dismissed with no material change to the terms of this settlement and there is no right to pursue  
6 further remedies or relief, whichever is later.

7           1.11   “Final Approval Date” means the date the Court enters a signed order granting approval of  
8 the Agreement.

9           1.12   “Gross Settlement Amount” is the sum of Two Hundred Eighty-Five Thousand Dollars  
10 (\$285,000).

11          1.13   “Individual Settlement Amount” means an individual Aggrieved Employee’s allocation of  
12 the Net Settlement Amount, as defined in Section 1.15 and 5.8.

13          1.14   “LWDA” means the California Labor and Workforce Development Agency.

14          1.15   “Net Settlement Amount” is the portion of the Gross Settlement Amount available for  
15 distribution between Aggrieved Employees and the LWDA pursuant to Labor Code section 2699(i), after  
16 deduction of Plaintiff’s attorneys’ fees and litigation costs, Enhancement Payment, and Settlement  
17 Administrator Costs.

18          1.16   “Notice of Settlement” means the document substantially in the form attached hereto as  
19 Exhibit 1.

20          1.17   “PAGA” means Private Attorneys General Act.

21          1.18   “PAGA Claim Period” means May 12, 2020, up to either (1) (1) July 16, 2024, or (2) the  
22 Final Approval Date, whichever is earlier.

23          1.19   “PAGA Payment” means the 75% share of the Net Settlement Amount paid to the LWDA  
24 pursuant to Labor Code section 2699(i).

25          1.20   “PAGA Representative” means Plaintiff Andrea Walker.

26          1.21   “Parties” mean Defendants and Plaintiff.

27          1.22   “Plaintiff” means Andrea Walker.

1 1.23 "Plaintiff's Counsel" means Galen T. Shimoda, Justin P. Rodriguez, Renald Konini of  
2 Shimoda & Rodriguez Law, PC.

3 1.24 "QSF" means a Qualified Settlement Fund set up by the Settlement Administrator for the  
4 benefit of the Aggrieved Employees and from which the payments under this Agreement shall be made.  
5 Any amounts Defendants have agreed to pay under this Agreement shall remain the property of  
6 Defendants until the payments required under the Agreement are made.

7 1.25 "Qualifying Pay Periods" are pay periods worked by Aggrieved Employees during the  
8 PAGA Claim Period in California. The calculation of an Aggrieved Employees' pay periods and a  
9 determination as to whether an Aggrieved Employee was actively employed in California in a particular  
10 pay period shall be construed from Defendants' records.

11 1.26 "Released PAGA Claims" means any and all claims for civil penalties that were brought  
12 under the Private Attorneys General Act, Labor Code §§ 2698 et seq., contained in Plaintiff's notice letter  
13 to the LWDA and any additional wage and hour PAGA claims that could have been brought based on the  
14 facts alleged in Plaintiff's notice letter to the LWDA during the PAGA Claim Period. Aggrieved  
15 Employees cannot opt out of this waiver of claims.

16 1.27 "PAGA Representative's Released Claims" means any and all of Plaintiff's individual  
17 claims for (1) failure to pay overtime wages; (2) failure to provide meal periods or pay meal period  
18 premiums; (3) failure to provide accurate wage statements; (4) failure to pay final wages; (5) failure to  
19 reimburse necessary business expenses; and (6) violation of California's unfair competition law; based on  
20 the afore-referenced claims ("Released Claims"), and a general release of all claims arising from her  
21 employment with Defendants, separation of employment from Defendants, and any facts that have or  
22 could have been asserted in any legal action or proceeding against Defendants, whether known or  
23 unknown, arising under any federal, state, or local law, or statute, along with a waiver of any rights set  
24 forth in California Civil Code section 1542. This release includes a waiver of the protections found in  
25 California Civil Code section 1542, which states:

26 A general release does not extend to claims that the creditor or releasing  
27 party does not know or suspect to exist in his or her favor at the time of  
28 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.

1           1.28   “Released Parties” means Defendants, as well as Defendants’ parents and all of their  
2 subsidiaries, related, and affiliated entities and each of their respective past and present employees,  
3 officers, directors, administrators, staff, attorneys, owners, shareholders, members, partners, insurers,  
4 predecessors, successors, assigns, benefit plan fiduciaries and agents, and all of their respective successors  
5 and assigns.

6           1.29   “Settlement Administrator” means and refers to ILYM Group, Inc., the third-party entity  
7 that will administer the Agreement as outlined in Section 7, or any other third-party administrator agreed  
8 to by the Parties and approved by the Court for the purposes of administering this Agreement. The Parties  
9 each represent that they do not have any financial interest in the Settlement Administrator or otherwise  
10 have a relationship with the Settlement Administrator that could create a conflict of interest.

11           1.30   “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the  
12 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,  
13 and shall include all costs of administering the Agreement, including, but not limited to, all tax document  
14 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and  
15 fees associated with preparing, issuing and mailing any and all notices and other correspondence to  
16 Aggrieved Employees; all costs and fees associated with communicating with Aggrieved Employees,  
17 Plaintiff’s Counsel, and Defendants’ Counsel; all costs and fees associated with computing, processing,  
18 reviewing, and paying the Individual Settlement Amounts, and resolving disputes; all costs and fees  
19 associated with calculating tax withholdings and payroll taxes, if any, making related payment to federal  
20 and state tax authorities, if any, and issuing tax forms relating to payments made under the Agreement; all  
21 costs and fees associated with preparing any tax returns and any other filings required by any governmental  
22 taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings  
23 to be prepared in the course of administering Individual Settlement Amounts; and any other costs and fees  
24 incurred and/or charged by the Settlement Administrator in connection with the execution of its duties  
25 under this Agreement.

## 26       **2.       DESCRIPTION OF THE LITIGATION**

27           2.1     On or about May 12, 2021, Plaintiff sent notice to the LWDA to exhaust administrative  
28 remedies under the PAGA for (1) Failure to Pay Overtime Wages, (2) Failure to Provide Meal Periods or

1 Pay Premiums in Lieu Thereof, (3) Failure to Provide Accurate Wage statements, (4) Failure to Pay Final  
2 Wages, (5) Failure to Pay Reimbursement for Expenses, (6) Violation of Labor Code §§ 558, 558.1  
3 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order), (7)  
4 Failure to Provide Paid Sick Leave. The LWDA did not respond to the notice within the statutorily  
5 required time frame and, as such, Plaintiff became authorized to act as a Private Attorneys General on all  
6 alleged PAGA claims.

7 2.2 After exhausting administrative remedies, Plaintiff filed a Complaint on July 29, 2021, in  
8 Sacramento County Superior Court on behalf of herself and Aggrieved Employees for claims alleged in  
9 the May 12, 2021, notice to the LWDA. Also, Plaintiff filed a First Amended Complaint on September  
10 18, 2023, which added individual causes of action against Defendants for 1) Failure to Pay Overtime  
11 Wages, 2) Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof, 3) Failure to Provide  
12 Accurate Wage Statements, 4) Failure to Pay Final Wages, 5) Failure to Pay Reimbursements for  
13 Expenses, and 6) Unfair Competition. Defendants deny the allegations in the operative Complaint, deny  
14 any failure to comply with the laws identified in the operative Complaint, and deny any and all liability  
15 for the causes of action alleged.

16 2.3 Through formal and informal discovery, Defendants and Defendants' Counsel provided  
17 Plaintiff's Counsel with copies of all applicable versions of its policies and procedures, employee  
18 handbooks, information on the number of Aggrieved Employees, including, but not limited to, Aggrieved  
19 Employees' workweeks, dates of employment, total number of Aggrieved Employees, their rates of pay,  
20 and pay periods as well as timecard data and payroll reports for a randomly selected sample of Aggrieved  
21 Employees.

22 2.4 After Plaintiff's Counsel received the data, the Parties engaged in informal settlement  
23 negotiations, but were not able to come to a resolution. On October 16, 2023, the Parties participated in  
24 a lengthy mediation with private mediator Michael J. Loeb, Esq. At the conclusion of the mediation, the  
25 Parties were not able to come to a resolution. The parties continued negotiations after the mediation and  
26 were able to come to a resolution. At all times, the Parties' settlement negotiations have been non-  
27 collusive, adversarial, and at arm's length.

1           2.5     Discussions between Plaintiff and Plaintiff's Counsel, between counsel for the Parties, the  
2 mediator, document productions, extensive legal analysis, the provision of information by Defendants to  
3 Plaintiff and the detailed analysis of the sampled records have permitted each side to assess the relative  
4 merits of the PAGA claims and the defenses to those claims.

5           2.6     In the Action, Plaintiff contends that Defendants violated California law by 1) failing to  
6 incorporate the value of nondiscretionary bonuses into Plaintiff's and aggrieved employees' regular rates  
7 of pay for the purpose of calculating overtime wages, meal premiums, and paid sick time; and 2) requiring  
8 aggrieved employees to use their cellphones without paying reimbursement. The wage statement and  
9 waiting time penalty claims are derivative of the above claims. Defendants have denied each of Plaintiff's  
10 claims, the allegations in the operative Complaint, any failure to comply with the laws identified in the  
11 operative Complaint, and any and all liability for the causes of action alleged. The agreed upon Gross  
12 Settlement Amount was reached after evaluating the Parties' theories of potential exposure for the PAGA  
13 claims. The Parties, with the assistance of the mediator, also assessed appropriate discounts to the  
14 potential liability based on Defendants' factual and legal contentions and defenses.

15           2.7     The Parties agree that the above-described investigation and evaluation, as well as  
16 discovery and the information exchanged to date, are more than sufficient to assess the merits of the  
17 respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff,  
18 Plaintiff's Counsel, Defendants, and Defendants' Counsel have concluded that it is desirable that the  
19 PAGA claims asserted in the Action be settled in a manner and upon such terms and conditions set forth  
20 herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and  
21 the risk of an adverse outcome each of the Parties potentially face. Plaintiff, Plaintiff's Counsel,  
22 Defendants, and Defendants' Counsel are of the opinion that the Agreement for the consideration and  
23 terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.

### 24     **3.     THE CONDITIONAL NATURE OF THIS AGREEMENT**

25           3.1     This Agreement and all associated exhibits or attachments are made for the sole purpose  
26 of settling the PAGA claims asserted in the Action. This Agreement and the settlement it evidences are  
27 made in compromise of disputed claims. The Parties enter into this Agreement and associated settlement  
28 on a conditional basis in order for the Court to evaluate and approve the settlement. If the Effective Date

1 does not occur, or if the Court's approval of the settlement is reversed or materially modified on appellate  
2 review, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall  
3 not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the  
4 Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152,  
5 Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

6 3.2 Defendants have denied all claims as to liability, damages, penalties, interest, fees,  
7 injunctive relief and all other forms of relief asserted in the Action. Defendants have agreed to resolve  
8 the asserted PAGA claims in the Action via this Agreement, but, to the extent this Agreement is deemed  
9 void or the Effective Date does not occur, Defendants do not waive, and are expressly reserving, all rights  
10 to challenge all such claims and allegations in the Action upon all procedural and factual grounds,  
11 including, without limitation, the ability to challenge representative or collective treatment on any  
12 grounds, as well as to assert any and all other potential defenses or privileges.

#### 13 **4. SCOPE OF THE AGGRIEVED EMPLOYEES**

14 4.1 The scope of individuals encompassed under the Agreement, who are entitled to all benefits  
15 as authorized under the Agreement and subject to all obligations and duties required under the Agreement,  
16 shall include all Aggrieved Employees as defined in Section 1.2.

17 4.2 Aggrieved Employees entitled to recover under this Agreement will include only those  
18 individuals who are identified in Defendants' records as having worked as an Aggrieved Employee.

#### 19 **5. TERMS OF THE SETTLEMENT**

20 The Parties agree as follows:

21 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in  
22 Section 6, Defendants shall pay the Gross Settlement Amount (\$285,000). Funding of the Gross  
23 Settlement Amount shall occur within twenty-one (21) calendar days after the Effective Date to be held  
24 in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount represents the maximum  
25 amount payable under this Agreement by Defendants, and includes without limitation, the PAGA  
26 Payment, all payments to the Aggrieved Employees, all attorneys' fees, costs and litigation expenses  
27 directly related to the Action incurred to date, as well as all such fees and costs incurred in documenting  
28

1 the Agreement, administering the Agreement (including Settlement Administrator Costs), Enhancement  
2 Payment, and obtaining approval of the Agreement.

3       5.2     Attorneys' Fees and Costs: Defendants shall continue to be obligated to pay Plaintiff's  
4 counsel's attorney's fees and costs as awarded by the Sacramento County Superior Court on January 26,  
5 2024, which equaled \$80,595 in attorneys' fees and \$1,923.44 in costs ("Fee Order"). In addition to the  
6 amounts owed under the Fee Order, Defendants agrees they will not oppose Plaintiff Counsel's request  
7 for additional attorneys' fees not to exceed \$19,155 and additional costs not to exceed \$17,500. Amounts  
8 payable under the Fee Order and the additional attorney's fees and costs identified by this paragraph will  
9 be paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount. The  
10 Settlement Administrator will issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs  
11 paid under this Agreement. In the event that the Court awards less than the requested attorney's fees  
12 and/or costs, the portion of the requested amounts not awarded to Plaintiff's Counsel shall be added to the  
13 Net Settlement Amount as defined in section 1.15.

14       5.3     Plaintiff's Counsel, on behalf of Plaintiff, shall apply to the Court for an Enhancement  
15 Payment to the Class Representative in an amount not to exceed Ten Thousand Dollars (\$10,000) to  
16 compensate for the risks, time, and expense of her involvement in the Action and securing the benefits of  
17 this Agreement for Class Members. The Enhancement Payment is in addition to the Individual Settlement  
18 Amount Plaintiff would otherwise be due under the Agreement as a Participating Class Member. This  
19 payment is also in exchange for a waiver of individual claims by Plaintiff beyond the Private Attorneys  
20 General Act, including a waiver of Civil Code section 1542. Defendants have agreed to not oppose  
21 Plaintiff's Counsel's request for an Enhancement Payment to Plaintiff so long as it does not exceed the  
22 amount stated herein. The Enhancement Payment will be designated as a non-wage payment and reported  
23 on an IRS Form 1099-MISC. In the event that the Court awards less than the Enhancement Payment  
24 amount requested, then any portion of the requested amount not awarded to the PAGA Representative  
25 shall be added to the Net Settlement Amount to be distributed to the Aggrieved Employees on a pro rata  
26 basis.

1           5.4    Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from  
2 the Gross Settlement Amount and shall not exceed \$15,000. The difference between any actual costs and  
3 the allocated \$15,000 shall be added to the Net Settlement Amount as defined in section 1.15.

4           5.5    Treatment of Residue and Cy Pres: To the extent there are any funds remaining from  
5 uncashed checks, the Settlement Administrator shall transmit the funds represented by such checks to the  
6 California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee each check  
7 pertains to. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

8           5.6    No Additional Benefits Contributions: All Individual Settlement Amounts paid to  
9 Aggrieved Employees shall be deemed to be income solely in the year in which such amounts were  
10 actually received by Aggrieved Employees. It is expressly understood and agreed that the receipt of such  
11 Individual Settlement Amounts will not entitle any Aggrieved Employee to any new or additional  
12 compensation or benefits under any company bonus or other compensation or benefit plan or agreement  
13 in place during the period covered by the Agreement, nor will it entitle any Aggrieved Employee to any  
14 increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the  
15 intent of this Agreement that the Individual Settlement Amounts provided for in this Agreement are the  
16 sole payments to be made by Defendants to the Aggrieved Employees in connection with this Agreement  
17 (notwithstanding any contrary language or agreement in any benefit or compensation plan document that  
18 might have been in effect during the period covered by this Agreement).

19           5.7    Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid  
20 to Aggrieved Employees reflect settlement of a dispute over claimed penalties. The characterization of  
21 Individual Settlement Amounts to Aggrieved Employees are as follows:

22               5.7.1   One Hundred percent (100%) of each Aggrieved Employees' Individual Settlement  
23 Amount shall be allocated for payment of disputed civil penalties. This portion of the Individual  
24 Settlement Amount consists of other income, not wages, for which the Aggrieved Employees shall receive  
25 an IRS form 1099-MISC.

26               5.7.2   Aggrieved Employees shall be solely responsible for the reporting and payment of  
27 their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this  
28 Agreement. No party has made any representation to any of the other Parties as to the taxability of any

1 payments pursuant to this Agreement, including the payments to Aggrieved Employees, the payments to  
2 Plaintiff's Counsel, or otherwise as to tax implications of any provision of this Agreement.

3       5.8   Pro Rata Distribution Formula: After Court approved attorneys' fees and costs,  
4 Enhancement Payment, and Settlement Administrator Costs are determined and a Net Settlement Amount  
5 has been established, that Net Settlement Amount shall be divided between the PAGA Payment and  
6 payment to Aggrieved Employees. The PAGA Payment to the LWDA will be 75% of the Net Settlement  
7 Amount. 25% of the Net Settlement Amount will be paid to Aggrieved Employees. Each individual  
8 Aggrieved Employees' Individual Settlement Amount shall be determined by taking the Qualifying Pay  
9 Periods for the individual Aggrieved Employee and dividing that by the Qualifying Pay Periods for all  
10 Aggrieved Employees and multiplying that fraction by the 25% share of the Net Settlement Amount.  
11 Payment to Aggrieved Employees of their Individual Settlement Amount will not require the submission  
12 of any claim form.

13       5.9   No Additional Contribution by Defendants: Defendants' monetary obligation under this  
14 Agreement is limited to the Gross Settlement Amount as described above. All other costs and expenses  
15 arising out of or in connection with the performance of this Agreement shall be paid from the Gross  
16 Settlement Amount, unless expressly provided otherwise herein. However, in the event this agreement is  
17 deemed null and void as described in Section 3, then Defendants and Plaintiff shall be equally responsible  
18 for the Settlement Administrator Costs incurred between the date the Agreement was executed and the  
19 date of such event.

20       5.10   Adequacy of Plaintiff's Counsel and PAGA Representative: The Parties agree that, for  
21 purposes of settlement only, Plaintiff's Counsel and Plaintiff are adequate representatives for Aggrieved  
22 Employees.

## 23   6.    **RELEASE**

24       6.1   Release by Aggrieved Employees: Upon the Effective Date, each Aggrieved Employee  
25 shall be deemed to fully, finally, and forever release, on behalf of themselves and their respective former  
26 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released  
27 Parties from all Released PAGA Claims.

6.2 Release by Plaintiff: Upon the Effective Date, Plaintiff will be deemed to fully, finally and forever release the Released PAGA Claims, and PAGA Representative's Released Claims as to all Released Parties. In addition, on the Effective Date, Plaintiff and any successors in interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA Claims, and PAGA Representative's Released Claims against any of the Released Parties. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

## **7. SETTLEMENT ADMINISTRATION**

7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for: 1) receiving and reviewing for accuracy Aggrieved Employee contact information; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the Individual Settlement Amount, including employer taxes, if any; 3) taking appropriate steps to trace and locate any individual Aggrieved Employees whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Aggrieved Employees; 4) providing notification to the appropriate state officials of this Agreement as required; 5) maintaining the Gross Settlement Amount in a QSF; 6) determining and paying the final amounts due to be paid under the Agreement after resolution of awarded attorneys' fees and costs and Settlement Administrator Costs; 7) paying any residual funds from uncashed checks to the *cy pres* beneficiaries; 8) reporting to Plaintiff's Counsel and Defendants' Counsel regarding the statistics of the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the

1 number of address traces performed for undeliverable Notice of Settlements; (g) the number of Notice of  
2 Settlements undeliverable from traced addresses; 9) providing a declaration to the Court regarding the  
3 final statistics of the administration and compliance with all payment obligations under the Agreement;  
4 10) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts  
5 to Aggrieved Employees; and 11) carrying out other related tasks as necessary to effectuate the terms of  
6 this Agreement and any Order of the Court. All disputes relating to the Settlement Administrator's ability  
7 and need to perform its duties shall be referred to the Court, if necessary, which will have continuing  
8 jurisdiction over the terms and conditions of this Agreement, until all payments and obligations  
9 contemplated by the Agreement have been fully executed.

10 7.2 Aggrieved Employee Data: Within seven (7) calendar days after the Effective Date,  
11 Defendants shall provide the Settlement Administrator with the name, last known mailing address, last  
12 known telephone number, Social Security Number, and Qualifying Pay Periods of each Aggrieved  
13 Employee. The production shall make clear the number of Qualifying Pay Periods occurring within the  
14 Data Period as well as the total Qualifying Pay Periods within the PAGA Claim Period. The Settlement  
15 Administrator shall review the data to determine the number of Qualifying Pay Periods for each Aggrieved  
16 Employee. Defendants shall not provide any information for pay periods during which an Aggrieved  
17 Employee may have worked as an exempt employee, worked outside California, or worked outside the  
18 PAGA Claim Period. The Settlement Administrator shall maintain all information received from  
19 Defendants confidential to itself, and Defendants' Counsel. However, Plaintiff's Counsel shall be able to  
20 review the breakdown of Qualified Pay Periods and estimated Individual Settlement Amounts for  
21 Aggrieved Employees prior to mailing for quality assurance.

22 7.3 Determination of Payments to Aggrieved Employees, Plaintiff's Counsel, and the LWDA:  
23 Within seven (7) calendar days after Defendants have provided the Settlement Administrator with  
24 information regarding Aggrieved Employees, the Settlement Administrator shall calculate the final Net  
25 Settlement Amount, PAGA Payment, and the final Individual Settlement Amounts for Aggrieved  
26 Employees, and report the results of these calculations to Plaintiff's Counsel and Defendants' Counsel.

27 7.4 Settlement Administrator Payments to Aggrieved Employees, Plaintiff's Counsel, and the  
28 LWDA: Defendants shall wire the Gross Settlement Amount as described in Section 5.1 to the Settlement

Administrator within twenty-one (21) calendar days after the Effective Date to be to be held in trust in a QSF. Within seven (7) calendar days after the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator shall deliver payment of Plaintiff's Counsels' attorney's fees and costs, the Enhancement Payment, the PAGA Payment payable to the LWDA, Settlement Administrator Costs, and payment for Individual Settlement Amounts to Aggrieved Employees as required under this Agreement and approved by the Court. Plaintiff's Counsel shall provide the Settlement Administrator with the pertinent taxpayer identification number and payment instructions for the attorney's fees and costs after the Effective Date.

7.5 Notice to Aggrieved Employees: Defendants represent and warrant that Aggrieved Employees are able to read and write in English such that no translation of the Notice of Settlement into another language is necessary. The Settlement Administrator will provide a Notice of Settlement, substantially in the form attached as Exhibit 1, to each Aggrieved Employee concurrently with providing payment for Individual Settlement Amounts as described in Sections 5.7 and 7.4. The Notice of Settlement will inform Aggrieved Employees of a summary of the terms and conditions of the Agreement. The Notice of Settlement will also inform Aggrieved Employees of the Gross Settlement Amount, Net Settlement Amount, attorneys' fees and costs allocations, Settlement Administrator Cost allocations, PAGA Payment allocations, the scope of individuals covered by this Agreement, and the nature and extent of the Released PAGA Claims.

7.6 Aggrieved Employee Mailing: Within seven (7) calendar days after the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator will perform a national change of address ("NCOA") search, update the addresses per the results of the NCOA search and will mail the respective Individual Settlement Amount, as determined in Sections 5.8 and 7.4, and Notice of Settlement, to each Aggrieved Employee by first-class mail, postage prepaid.

7.7 Returned and/or Re-mailed Notice Packets: In the event that a Notice of Settlement and Individual Settlement Amount payment is returned to the Settlement Administrator as undeliverable, the Notice of Settlement and Individual Settlement Amount payment shall be sent to the forwarding address affixed thereto within seven (7) calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a single skip-trace, computer

1 or other search using the name, address and/or Social Security number of the individual involved, and  
2 shall then perform a single re-mailing within seven (7) calendar days. Following each search that does  
3 not result in a corrected address, for those Aggrieved Employees who appear to be current employees of  
4 Defendants at the time of the Effective Date, the Settlement Administrator shall contact Defendants'  
5 Counsel for assistance and Defendants shall cooperate in good faith with the Settlement Administrator's  
6 reasonable efforts to obtain valid mailing addresses for Aggrieved Employees to the extent they were  
7 active employees of Defendants at the time of the Effective Date. In the event the procedures in this  
8 paragraph are followed and the intended recipient of a Notice of Settlement and Individual Settlement  
9 Amount payment still does not receive the Notice of Settlement and/or Individual Settlement Amount  
10 payment, the Aggrieved Employee shall still be bound by all terms of the Agreement, including the  
11 releases contained in Sections 1.26 and 6.1, and any final judgment entered by the Court.

12       7.8     Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.2  
13 to 7.7 shall constitute due and sufficient notice to Aggrieved Employees of the Action and the Agreement  
14 and shall satisfy Aggrieved Employees' due process rights. Nothing else shall be required of the Parties,  
15 Plaintiff's Counsel, or Defendants' Counsel to provide notice of the Agreement except as expressly  
16 required by the Court.

17       7.9     Settlement Check Expiration and Cy Pres: The Settlement Administrator shall issue  
18 Individual Settlement Amounts to Aggrieved Employees in the form of a check, which shall become null  
19 and void if not deposited within one hundred eighty (180) calendar days of issuance. After one hundred  
20 eighty (180) calendar days of issuance, the checks shall be voided and funds from all undeposited checks  
21 shall be transmitted as identified in Section 5.5. The Settlement Administrator shall deliver these funds  
22 within fourteen (14) calendar days after the check cashing deadline.

23       7.10    Settlement Administrator Declaration Regarding Settlement Administration: Within  
24 twenty-one (21) calendar days after the last day for Aggrieved Employees to cash their settlement checks,  
25 the Settlement Administrator shall provide Plaintiff's Counsel and Defendants' Counsel with a signed  
26 declaration under penalty of perjury providing a complete and detailed report regarding the settlement  
27 administration and that all the obligations of the Settlement Administrator have been completed.

28     **8.       SETTLEMENT ADMINISTRATION SCHEDULE**

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

|                                                                                                                                                                                               |                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| Last day for Defendants to provide Settlement Administrator with Aggrieved Employee information                                                                                               | Within 7 calendar days after the Effective Date                       |
| Last day for Settlement Administrator to calculate and report to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees               | Within 7 calendar days after receiving Aggrieved Employee information |
| Last day for Defendants to fund Gross Settlement Amount                                                                                                                                       | Within 21 calendar days after the Effective Date                      |
| Last day for Settlement Administrator to complete NCOA search, update Aggrieved Employee mailing information, and complete mailing                                                            | Within 7 calendar days after Defendants have funded the settlement    |
| Last day for Settlement Administrator to deliver payment of Plaintiff's Counsel's attorney's fees and costs, PAGA Payment, Settlement Administrator Costs, and payment to Aggrieved Employees | Within 7 calendar days after Defendants have funded the settlement    |
| Last day for Aggrieved Employees to cash settlement checks                                                                                                                                    | 180 calendar days after issuance of checks to Aggrieved Employees     |
| Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries                                                                          | Within 14 calendar days after settlement check cashing deadline       |
| Last day for Settlement Administrator to provide Parties with compliance declaration                                                                                                          | Within 21 calendar days after settlement check cashing deadline       |

1  
2 **9. MISCELLANEOUS TERMS**

3 9.1 Dismissal and Retention of Jurisdiction to Enforce: Upon the Effective Date, the Released  
4 PAGA Claims will be dismissed with prejudice, with the Court to retain jurisdiction over the Parties to  
5 enforce the terms of the Agreement pursuant to Civil Procedure Code section 664.6. The prevailing party  
6 in any action to enforce the terms of the Agreement shall be entitled to reasonable attorneys' fees and  
7 costs. The Parties agree to meet and confer in good faith to resolve any issue before any such motion for  
8 attorney's fees and costs is filed.

9 9.2 Additional Pay Period Contingency: Defendants have represented that there are no more  
10 than 16,256 pay periods during the Data Period. In the event the number of pay periods during the Data  
11 Period is more than 17,881 (*i.e.*, greater than 10% more than 16,256), then Defendant will choose  
12 between the options of (1) cutting off the release period when 16,256 pay periods are exhausted, or (2)  
13 returning to the mediator, Michael Loeb, to negotiate the resolution of the additional pay periods. The  
14 cost of mediation shall be paid by Defendants. To the extent the Parties are unable to reach a settlement  
15 on the additional pay periods, the release period shall be limited to the date when 16,256 are exhausted.

16 9.3 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish  
17 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to,  
18 execution of such other documents and the taking of such other action as may reasonably be necessary to  
19 fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including  
20 all efforts contemplated by this Agreement and any other efforts that may become necessary by Court  
21 order, or otherwise, to effectuate this Agreement and the terms set forth herein. This may include  
22 modifying and/or resubmitting the Agreement for approval. Plaintiff's Counsel shall be responsible for  
23 drafting the court approval paperwork. All parties agree to act immediately and diligently to perform their  
24 obligations under this Agreement, including the review and approval of settlement documents, such that  
25 there are no substantial delays in seeking court approval or administration of this settlement. Plaintiff's  
26 Counsel shall endeavor to file a motion for approval of this settlement within sixty (60) calendar days of  
27 the date this Agreement is signed. Plaintiff's Counsel shall provide Defendants' Counsel with a draft  
28

1 approval motion within 1 week after this Agreement is fully executed. Defendants' Counsel will provide  
2 comments and/or proposed revisions within 1 week after receipt of the draft motion.

3       9.4   No Admission of Liability: Neither the acceptance nor the performance by Defendants of  
4 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to  
5 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the  
6 Complaint, the representative character of the Action, the validity of any of the claims that were or could  
7 have been asserted by Plaintiff and/or Aggrieved Employees in the Action, or of any liability or guilt of  
8 Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by  
9 Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Aggrieved  
10 Employees, or any other person, and Defendants have specifically disclaimed any liability, culpability,  
11 negligence, or wrongdoing toward Plaintiff, the Aggrieved Employees, or any other person. Each of the  
12 Parties has entered into this Agreement with the intention to avoid further disputes and litigation.

13       9.5   Notices: Unless otherwise specifically provided herein, all notices, demands, or other  
14 communications given hereunder shall be in writing and shall be deemed to have been duly given as of  
15 the third business day after mailing by United States certified mail, return receipt requested, addressed as  
16 follows:

17               To the Plaintiff:

18               Galen T. Shimoda  
19               Justin P. Rodriguez  
20               Renald Konini  
21               Shimoda & Rodriguez Law, PC  
22               9401 East Stockton Blvd., Suite 120  
23               Elk Grove, CA 95624

24               To Defendants:

25               Lukas J. Clary  
26               Olatomiwa T. Aina  
27               Weintraub Tobin Chediak Coleman Grodin  
28               400 Capitol Mall, 11th Floor  
                Sacramento, CA 95814

            9.6   Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of  
this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that

1 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any  
2 party or its counsel participated in the drafting of this Agreement.

3 9.7 Binding Effect of Agreement: The Parties, by signing this Agreement, are bound by the  
4 terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the  
5 terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties  
6 hereto and their respective heirs, trustees, executors, Settlement Administrators, successors, and assigns.

7 9.8 Attorneys' Fees and Costs Limitations: Neither Plaintiff's Counsel nor any other attorneys  
8 acting for, or purporting to act for, Aggrieved Employees, or Plaintiff, may recover or seek to recover any  
9 amounts for fees, costs, or disbursements from the Released Parties or the Gross Settlement Amount  
10 except as expressly provided herein.

11 9.9 No Modifications: This Agreement may not be changed, altered, or modified, except in  
12 writing signed by the Parties hereto and approved by the Court. This Agreement may not be discharged  
13 except by performance in accordance with its terms.

14 9.10 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and  
15 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement  
16 and to take all appropriate action required or permitted to be taken by such Parties pursuant to this  
17 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of  
18 this Agreement

19 9.11 Counterparts: This Agreement shall become effective upon its execution by all of the  
20 undersigned. Plaintiff, Plaintiff's Counsel, Defendants and Defendants' Counsel may execute this  
21 Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each  
22 had signed the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the  
23 same force and effect of originals.

24 9.12 Choice of Law: The Agreement and the exhibits hereto shall be considered to have been  
25 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and  
26 the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance  
27 with, and governed by, the substantive laws of the State of California without giving effect to that State's  
28 choice of law principles.

1           9.13   Headings and Captions: Paragraph titles or captions contained in the Agreement are  
2 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the  
3 scope of this Agreement, or any provision thereof.

4           9.14   No Retaliation or Discouragement: The Parties agree they will take no action that could  
5 be construed as retaliation against any Aggrieved Employees for participating in this settlement.

6           9.15   Integrated Agreement: This Agreement sets forth the entire understanding between the  
7 Parties with regard to any and all material terms or otherwise and supersedes any and all prior agreements,  
8 oral or written, pertaining to the subject matter hereof. Each party acknowledges that there is no  
9 representation, inducement, promise or agreement which has been made, orally or otherwise, by the other  
10 party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this  
11 Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are  
12 fully understood and voluntarily accepted by the Parties.

13           9.16   Exhibits Incorporated by Reference: The terms of this Agreement include the terms set  
14 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this  
15 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

16           9.17   Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the  
17 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with  
18 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

19           9.18   Waiver of Compliance: No waiver of any condition or covenant contained in this  
20 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply  
21 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

22           9.19   No Prior Assignments: The Parties separately represent and warrant that they have not  
23 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to  
24 any person or entity any portion of any liability, claim, demand, action, cause of action, or right released  
25 and discharged by the Parties in this Settlement Agreement.

26           9.20   Confidentiality: Plaintiff, Plaintiff's Counsel, Defendants, and Defendants' Counsel  
27 separately agree that, until the Motion for Approval of the PAGA settlement is filed, they and each of  
28

1 them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose,  
 2 disseminate or publicize, any of the terms of the Settlement Agreement directly or indirectly, specifically  
 3 or generally, to any person, corporation, association, [A1] or other entity except: (1) to the Parties' attorneys,  
 4 accountants, or spouses, all of whom will be instructed to keep this Settlement Agreement confidential;  
 5 (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing  
 6 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena  
 7 issued by a state or federal government agency. Each Party agrees to immediately notify each other Party  
 8 of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Plaintiff's  
 9 Counsel, Defendants, and Defendants' Counsel separately agree not to, directly or indirectly, initiate any  
 10 conversation or other communication, before the filing of the Motion for Approval of the PAGA  
 11 settlement, any with third party regarding this Settlement Agreement or the matters giving rise to this  
 12 Settlement Agreement except to respond only that "the matter was resolved," or words to that effect. This  
 13 paragraph does not restrict the Settlement Administrator's communications with the LWDA in accordance  
 14 with the Settlement Administrator's obligations owed to the LWDA and Aggrieved Employees.

15 9.21 No Tax Advice. Neither Plaintiff, Plaintiff's Counsel, Defendants, nor Defendants'  
 16 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement  
 17 Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230  
 18 (31 CFR Part 10, as amended) or otherwise.

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

21 **For Plaintiff:**

22 Date: 07/05/2024

Andrea Walker  
 23 Andrea Walker (Jul 5, 2024 14:09 PDT)

Andrea Walker

24 **For Defendants:**

25 Date: Aug 16, 2024 | 1:57 PM PDT



By: Yan Kalika

For Yan Kalika Dental Corporation

Date: Aug 16, 2024 | 1:57 PM PDT

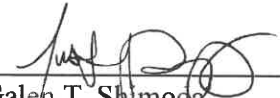


By: Yan Kalika  
For Yan Kalika

APPROVED AS TO FORM

**Shimoda & Rodriguez Law, PC**

Dated: 7/5/2024

By:   
Galen T. Shimoda  
Justin P. Rodriguez  
Renald Konini  
Attorneys for Plaintiff and Aggrieved  
Employees

APPROVED AS TO FORM

**WEINTRAUB TOBIN CHEDIAK COLEMAN  
GRODIN**

Dated: 8/16/2024

By:   
Lukas J. Clary  
Olatomiwa T. Aina  
Attorneys for Defendants

# Exhibit 1

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

Case No. 34-2021-00305106

ANDREA WALKER, individually and on behalf of  
all other similarly situated employees,

Plaintiff,

vs.

YAN KALIKA DENTAL CORPORATION, a  
California Corporation; YAN KALIKA, an  
individual; and DOES 1 to 100, inclusive,

Defendants.

**NOTICE OF PRIVATE ATTORNEYS GENERAL  
ACT SETTLEMENT PAYMENT**

**TO:** All non-exempt employees who have worked, for Defendants in California from May 12, 2020, up to [REDACTED] (the "Aggrieved Employees")

This Notice is being provided to you to inform you of a Private Attorneys General Act ("PAGA") Settlement and your proportional share of this settlement payment. The payment is a result of a Court approved PAGA Settlement in the case of *Walker v. Yan Kalika Dental Corporation, et al.*, Sacramento County Superior Court of California, Case No. 34-2021-00305106, filed July 29, 2021 (the "Action"). You are receiving this letter because you fall within the definition of Aggrieved Employees identified above.

In the Action, Plaintiff Andrea Walker ("Plaintiff") sought to obtain civil penalties, fees, and costs on behalf of herself and Aggrieved Employees. Plaintiff alleged that Yan Kalika Dental Corporation and Yan Kalika. ("Defendants") violated California law by 1) failing to pay overtime wages, 2) failing to provide meal periods or pay premiums in lieu thereof, 3) failing to provide accurate wage statements, 4) failing to pay final wages, 5) failing to pay reimbursement for expenses, 6) violating Labor Code §§ 558, 558.1 (provisions regulating hours and days of work in any industrial welfare commission order), and 7) failing to provide paid sick leave. Defendants have denied all of Plaintiff's allegations.

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Action or the merits of the claims or defenses asserted. Defendants have denied engaging in any unlawful conduct in any respect and further disputes all of Plaintiff's allegations in the Action. By entering into the PAGA Settlement, Defendants do not admit any liability to Plaintiff or to any other current or former employees, and Defendants do not admit that any violations of Plaintiff's rights, or the rights of any other current or former employees has occurred.

Plaintiff filed a notice with the California Labor and Workforce Development Agency ("LWDA") to exhaust administrative remedies and pursue claims under the PAGA, California Labor Code §§ 2698 *et seq.*, predicated on violations of Labor Code sections 510, 1194, 226.7, 512, 226, 226.3, 201-203, 256, 558, 558.1, 246, 246.5, 248.5, and 2802. The scope of the PAGA Settlement includes all of the Aggrieved Employees for the time period identified above. In exchange for payment under the Settlement, Plaintiff has agreed to waive any and all claims for civil penalties that were brought under the PAGA that were asserted in Plaintiff's notice letter to the LWDA and any additional claims for civil penalties under the PAGA that could have been brought based on the facts alleged therein between May 12, 2020, and [REDACTED]. Aggrieved Employees cannot opt out of this waiver of claims. However, the waiver **does not** extend to any non-PAGA claims you may have.

Under the terms of the Settlement, Defendants have agreed to pay a Gross Settlement Amount of \$285,000 to resolve the PAGA claims alleged in the Action ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount were sums approved by the Court for attorneys' fees \$[REDACTED], attorneys' costs in the amount of \$[REDACTED], the fees and expenses of the Settlement Administrator in the amount of \$[REDACTED], Enhancement payment to Plaintiff in the amount of \$[REDACTED], which will resulted in a "Net Settlement Amount" of \$[REDACTED] for distribution to between Aggrieved Employees and the Labor and Workforce Development Agency ("LWDA") as required by the California Labor Code. 75% of the Net Settlement Amount (\$[REDACTED]) is being paid to the LWDA and 25% of the Net Settlement Amount (\$[REDACTED]) is being paid to Aggrieved Employees pursuant to Labor Code section 2699(i). Each individual Aggrieved Employee's share of the Net Settlement Amount was determined by taking their individual number of pay periods worked between PAGA Claim Period from May 12, 2020, up to [REDACTED], dividing that number by the number of pay periods worked for all

Aggrieved Employees between PAGA Claim Period from May 12, 2020, up to           , and then multiplying that fraction by the 25% share of the Net Settlement Amount.

Enclosed in this mailing, you will find a check containing your share of the PAGA Settlement based on this allocation. Should you have any questions or concerns, you may contact counsel for Plaintiff and/or Defendants.

Galen T. Shimoda  
Justin P. Rodriguez  
Shimoda & Rodriguez Law, PC  
9401 East Stockton Blvd., Suite 120  
Elk Grove, CA 95624  
Telephone: (916) 525-0716  
***On behalf of Plaintiff***

Lukas J. Clary  
Olatomiwa T. Aina  
Weintraub Tobin Chediak Coleman Grodin  
400 Capitol Mall, 11th Floor  
Sacramento, CA 95814  
Phone: (916) 558-6000  
***On behalf of Defendants***