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individually and on behalf of similarly situated employees

FILED
Superior Court of California
County of Sacramento
09/13/2024
V. Aleman, Deputy

**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

*Assigned for All Purposes to Hon. Lauri A. Damrell,
Department 22*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT**

Reservation No. A-305106004

Date: September 13, 2024

Time: 9:00 a.m.

Dept.: 22

Judge: Hon. Lauri A. Damrell

Filed: July 29, 2021

FAC Filed: September 18, 2023

Trial Date: None Set

~~PROPOSED~~ ORDER GRANTING MOTION FOR APPROVAL OF PAGA SETTLEMENT

Electronically Received 08/21/2024 10:00 AM

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion to Approve Private Attorneys General Act Settlement (“Motion”) in the above
3 referenced case came before this Court, on September 13, 2024, at 9:00 a.m., in Department 22 before
4 the Honorable Lauri A. Damrell, presiding. Plaintiff Andrea Walker (“Plaintiff”) filed this Private
5 Attorneys General Act (“PAGA”) action on July 29, 2021. The operative Complaint alleges a claim
6 under the PAGA as well as Plaintiff’s individual wage and hour claims based on the same violations of
7 the California Labor Code. Plaintiff alleges that Yan Kalika Dental Corporation and Yan Kalika
8 (“Defendants”) violated California law by failing to pay overtime wages, failing to provide meal periods
9 or pay premiums in lieu thereof, failing to provide accurate wage statements, failing to pay final wages,
10 failing to pay reimbursement for expenses, violating Labor Code §§ 558, 558.1, and failing to provide
11 paid sick leave. Plaintiff also asserts an individual claim for unfair competition based on these
12 violations. The Complaint further alleges that Defendants are liable for civil penalties under the PAGA
13 as a result of the alleged violations. Defendants have denied all of Plaintiff’s allegations. Plaintiff
14 sought attorneys’ fees and costs as part of this Action.

15 The parties have agreed to a settlement of the PAGA claims and Plaintiff’s individual claims.
16 Defendants will provide monetary consideration in exchange for a release of claims and dismissal
17 consistent with the terms of the PAGA Settlement (“Agreement” or “Settlement”). Any capitalized
18 terms herein shall have the same meaning as set forth in the Agreement. The Court, having received
19 and considered Plaintiff’s Motion, the declarations in support, the Agreement, the Notice of Settlement,
20 and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

21 **I. SCOPE OF INDIVIDUALS WITHIN THE PAGA SETTLEMENT – AGGRIEVED**
22 **EMPLOYEES**

23 The Court finds that Plaintiff has exhausted all administrative remedies required to bring the
24 PAGA claims asserted in this litigation. Plaintiff is authorized to act on behalf of the Labor and
25 Workforce Development Agency (“LWDA”) with respect to the PAGA claims being released under the
26 Agreement. The Court finds the scope of individuals subject to the terms and conditions of the
27 Agreement, its releases, and all rights and obligations thereunder include the following:
28

1 All non-exempt employees who have worked for Defendants in California
2 from May 12, 2020, up to July 16, 2024

3 The Court recognizes that the foregoing definition is for Aggrieved Employee identification
4 purposes only and is not intended to capture the claims at issue or limit or alter the released claims under
5 the Agreement.

6 **II. APPROVING THE AGREEMENT**

7 The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit
8 A. The Court finds that the Agreement is fair, reasonable, and adequate, and, therefore, is approved as
9 required under California Labor Code sections 2698 *et seq.* Based on the potential amount of penalties
10 at issue, the risk of loss on the merits, the risk of being able to prove violations in each pay period as to
11 each individual as required by statute for damages purposes, and the Court's statutorily authorized
12 discretion to reduce penalties, the Agreement represents a substantial recovery for Aggrieved Employees
13 and the LWDA to further the LWDA's purpose in enforcing the California Labor Code. The Court also
14 finds that the Agreement provides a recovery that creates an effective, substantial deterrent to any
15 potential future non-compliance, furthering the purpose of the California Labor Code and LWDA.

16 The Court approves of the PAGA penalty allocations set forth in the Agreement wherein 75% of
17 the Net Settlement Amount will be paid to the LWDA and 25% of the Net Settlement Amount will be
18 paid to Aggrieved Employees as civil penalties pursuant to California Labor Code section 2699(i).

19 Additionally, because the Court finds the Parties' settlement to have been agreed upon only after
20 extensive and costly investigation, arms-length negotiations, and in an attempt to avoid further delays
21 and costs, the Court approves the Agreement and terms stated therein, which is incorporated by
22 reference in its entirety, as if stated here in full, including the \$285,000 Gross Settlement Amount.

23 On January 26, 2024, the Court awarded Plaintiff's Counsel \$80,595 in attorney's and \$1,923.44
24 in costs incurred in, and related to, arbitration pursuant to Code of Civil Procedure section 1281.98.
25 Under the Agreement, Defendants remain obligated to pay this amount. The Agreement provides for,
26 and Plaintiff's Counsel seeks in the Motion, an additional \$19,155 in attorney's fees and an additional
27 \$15,094.80 (out of a maximum allocation of \$17,500) in litigation costs. As stated in the Declaration of
28 Justin P. Rodriguez, these additional amounts cover time and expenses that were outside the scope of
Plaintiff's prior motion under section 1281.98. The Court finds that the additional award of \$19,155 in

1 fees and additional \$15,094.80 in costs is reasonable and appropriate in this case. The total amount of
2 attorney's fees awarded in this litigation (\$99,750) would not exceed 35% of the Gross Settlement
3 Amount, which is within the range of percentages that have been approved by this Court and other
4 Courts in similar cases. The total fee amount is also reasonable in light of the circumstances of this
5 case, the substantial and beneficial results obtained on behalf of Aggrieved Employees and the LWDA,
6 and the contingent nature of the recovery over the course of this case, which included potential loss at
7 summary judgment and/or trial proceedings. Furthermore, the Court has already reviewed and approved
8 the hours and expenses awarded in connection with the 1281.98 motion, and a lodestar cross check
9 against the remaining \$19,155 demonstrates it is a reasonable additional sum for the additional work
10 performed by Plaintiff's Counsel in this case. Additionally, the Court finds that the \$15,094.80 in
11 additional costs incurred outside the scope of section 1281.98 motion (for a total of \$17,018.24 incurred
12 in this litigation) to be reasonable. The Court grants Plaintiff's request for fees and costs as set forth in
13 the Agreement.

14 The Court orders and approves ILYM Group, Inc. to act as the Settlement Administrator in this
15 case. The Settlement Administrator will take its fees out of the Gross Settlement Amount, which are
16 estimated to be \$5,550. Any difference between the actual Settlement Administrator Costs and the
17 \$15,000 will be added to the Net Settlement Amount for distribution between the LWDA and Aggrieved
18 Employees consistent with the allocations and formulas set forth in the Agreement.

19 The Court orders that Plaintiff will receive an Enhancement Payment of \$10,000 from the Gross
20 Settlement Amount for her work on behalf of the Aggrieved Employees and the LWDA and in exchange
21 for the general release of all her individual claims in addition to any amount Plaintiff may be entitled to
22 under the Agreement's pro rata distribution formula.

23 The Court approves of plan for distribution wherein any uncashed checks will be remitted to the
24 California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee each check
25 pertains to. Thus, there will be no residue and no portion of the Gross Settlement Amount will revert to
26 Defendants for any reason.

27 The releases and waivers for Plaintiff and the Aggrieved Employees are also approved by the
28 Court as set forth in the Agreement.

III. APPROVAL OF THE NOTICE OF SETTLEMENT

The Court finds that the proposed Notice of Settlement, attached to this Order as Exhibit A and incorporated by reference, fairly and adequately advised Aggrieved Employees about the Agreement and its effect. The Court further finds that the Notice of Settlement and distribution of such notice by first class mail to each identified Aggrieved Employees at his or her most recent address based on a National Change of Address database search from the Aggrieved Employees' last known address and a skip trace on any Aggrieved Employees who have their notice returned as "undeliverable" or "not at this address" comports with all constitutional requirements, including those of due process.

The Court also finds that because there is a strong interest in providing Aggrieved Employees the opportunity to recover under the Agreement, along with the parties' efforts to minimize any intrusion to privacy rights, the sharing of employment information, including social security numbers, is not a serious intrusion on their privacy rights. Hence, the Court orders Defendants to provide all necessary information as set forth in the Agreement to the Settlement Administrator only, and not to Plaintiff or Plaintiff's Counsel, in order to process this settlement as contemplated within the Agreement and approved by this Order. The Settlement Administrator shall only use this information for settlement purposes identified herein, and this information shall be kept confidential, not be shared with any third-party, and used only to administer the settlement.

IV. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

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

IT IS FURTHER ORDERED that this action will be dismissed with prejudice with each party to bear its own fees and costs outside of what has been ordered herein upon a finding that all terms under the Agreement and this order have been complied with. A compliance hearing shall take place on June 6, 2025, at 9:00 a.m. in this Department. This matter is subject to the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement pursuant to California Civil Procedure Code section 664.6.

IT IS SO ORDERED.

Date: September 13, 2024



By:  Lauri A. Damrell / Judge
Judge of the Superior Court

Exhibit A

**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 [REDACTED], 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.

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Justin P. Rodriguez
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Elk Grove, CA 95624
Telephone: (916) 525-0716
On behalf of Plaintiff

Lukas J. Clary
Olatomiwa T. Aina
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Sacramento, CA 95814
Phone: (916) 558-6000
On behalf of Defendants

Walker v. Yan Kalika Dental Corporation
Sacramento County Superior Court of California, Case No. 34-2021-00305106

**PROOF OF SERVICE — CCP §§ 1013a, 1010.6 and 2015.5
and California Rules of Court, Rule 1.21 and Rule 2.150**

I, Shaniya Baird, declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On September 13, 2024, I served the following documents on the party below:

- **ORDER GRANTING PLAINTIFF'S MOTION TO APPROVE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT**

Lukas Jon Clary (SBN:251519) Tomiwa T. Aina (SBN: 325566) Weintraub Tobin Chediak Coleman & Grodin 400 Capitol Mall, Floor 11 Sacramento, CA 95814-4434 Phone: (916) 558-6000 Fax: (916) 446-1611 Email: lclary@weintraub.com ; oaina@weintraub.com ; bjenness@weintraub.com ; ccervantes@weintraub.com	
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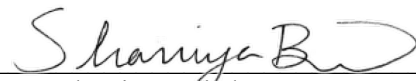
☐ [By Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah, addressed as set forth above.

☐ [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

☐ [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown above. No error was reported by the e-mail service that I used.

☐ [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service: UPS.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on September 13, 2024, at Salt Lake City, Utah.


Shaniya Baird