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12 *Attorneys for Plaintiff*
13 SILVIA SOLER

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF ORANGE**

16 SILVIA SOLER, as an aggrieved employee
17 and private attorney general;

18 Plaintiff,

19 vs.

20 SMILE BRANDS, INC., a Washington
21 corporation; SMILE BRANDS FINANCE,
22 INC., a Delaware corporation; and DOES 1
23 through 100, inclusive,

24 Defendants.

Case No.: 30-2021-01229647-CU-OE-CXC

*Assigned for All Purposes to: Hon. William D.
Claster, Dept. CX101*

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

Complaint filed: November 2, 2021

Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on April 24, 2025, The Honorable William D. Claster, in
3 Department CX101 of the above-entitled Court, located at the Civil Complex Center, 751 West
4 Santa Ana Blvd., Santa Ana, California 92701, executed the Order Granting Plaintiff's Motion
5 for Order Approving Settlement Pursuant to California Labor Code Private Attorneys General
6 Act and Entering Judgment ("Order").

7 Attached hereto as **Exhibit 1** is a true and correct copy of the Order, which was executed
8 on April 24, 2025 and filed on April 24, 2025.

9
10 DATED: April 25, 2025

PROTECTION LAW GROUP, LLP

11
12 By: _____

13 Heather Davis
14 Amir Nayebdadash
15 Carlos Jimenez
16 *Attorneys for Plaintiff*
17 SILVIA SOLER
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EXHIBIT 1

APR 24 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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Attorneys for Plaintiff
SILVIA SOLER

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

SILVIA SOLER, as an aggrieved employee
and private attorney general;

Plaintiff,

vs.

SMILE BRANDS, INC., a Washington
corporation; SMILE BRANDS FINANCE,
INC., a Delaware corporation; SMILE
BRANDS GROUP, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 30-2021-01229647-CU-OE-CXC

*Assigned for All Purposes to: Hon. William D.
Claster, Department CX101*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR ORDER
APPROVING SETTLEMENT PURSUANT
TO CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT
AND ENTERING JUDGMENT**

Date: April 18, 2025
Time: 9:00 a.m.
Dept: CX101

Complaint Filed: November 2, 2021
Trial Date: None Set

1 **[PROPOSED] ORDER**

2 Having reviewed and considered Plaintiff Silvia Soler ("Plaintiff") Motion for Order
3 Approving Settlement Pursuant to California Labor Code Private Attorneys General Act and
4 Entering Judgment ("PAGA Motion"), and good cause appearing for the same, it is hereby
5 **ORDERED, ADJUDGED, and DECREED:**

6 1. The Court hereby approves the Amended Stipulation of Settlement of PAGA Action
7 and Release of Claims ("PAGA Settlement") attached as **Exhibit C** to the Supplemental Declaration
8 of Heather Davis in Support of PAGA Motion ("Supp Decl.") as a fair, reasonable, and adequate
9 resolution of the PAGA claims alleged in the Action.

10 2. The PAGA Settlement is hereby deemed incorporated herein as if expressly set forth.
11 Final judgment is hereby entered in conformity with the PAGA Settlement. All terms used herein
12 shall have the same meaning as defined in the PAGA Settlement.

13 3. This Court has jurisdiction over the subject matter of this Action, and over all Parties
14 to this Action, including Plaintiff, the State of California, and all PAGA Settlement Members.

15 4. The Court designates ILYM Group, Inc. ("ILYM") as the third-party Settlement
16 Administrator for mailing the PAGA Settlement Members' cover letters, distribution of the Total
17 Settlement Payment, and other duties set forth in the Settlement.

18 5. Within thirty (30) calendar days of the Effective Date as defined in the PAGA
19 Settlement, Defendants SMILE BRANDS, INC., SMILE BRANDS FINANCE, INC., and SMILE
20 BRANDS GROUP, INC. (collectively "Defendants" or "Smile Brands") will provide the Settlement
21 Administrator the list of PAGA Settlement Members List as defined in the Settlement Agreement.

22 6. Defendants shall deposit the Total Settlement Payment of Three Hundred Thousand
23 Dollars and No Cents (\$300,000.00) into the Qualified Settlement Fund ("QSF") in two separate
24 installments as follows: (1) One Hundred Thousand Dollars and No Cents (\$100,000.00) within six
25 (6) months of September 11, 2024; and (2) Two Hundred Thousand Dollars and No Cents
26 (\$200,000.00) within twelve (12) months of September 11, 2024.

27 7. Within fourteen (14) calendar days following the receipt of the Total Settlement
28 Payment by Defendants, the Settlement Administrator shall distribute the Total Settlement Payment

as provided in the Settlement Agreement and set forth below:

- a. Ninety Thousand Dollars and No Cents (\$90,000.00) to Plaintiff's Counsel for attorneys' fees, which is thirty percent (30%) of the Total Settlement Payment, and attorneys' costs in the amount of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) ("Plaintiff's Counsel Payment"), from the Total Settlement Payment as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Plaintiff's Counsel related to the Action;
 - b. Five Thousand Dollars and No Cents (\$5,000.00) to Plaintiff Silvia Soler ("Plaintiff's Representative Payment") from the Total Settlement Payment, to compensate her for her services in prosecuting the Action and performing work in support of the Action;
 - c. Nine Thousand Three Hundred Fifty Dollars and No Cents (\$9,350.00) to the Settlement Administrator, ILYM Group, Inc., ("Settlement Administrator Costs") from the Total Settlement Payment for administration expenses incurred by the Settlement Administrator; and
 - d. The PAGA Fund remaining after the deducting of the Plaintiff's Counsel Payment, Plaintiff's Representative Payment, and Settlement Administrator Costs (\$170,650.00), shall be distributed to the California Labor and Workforce Development Agency ("LWDA") and PAGA Settlement Members. 75% of the Net Settlement Amount (\$127,987.50) shall be distributed to the LWDA. 25% of the PAGA Fund (\$42,662.50) shall be distributed to the PAGA Settlement Members on a *pro rata* basis based on the number of Pay Periods worked by each PAGA Settlement Member ("Individual Payment"). The Settlement Administrator shall mail each PAGA Settlement Member their Individual Payment check along with the Notice attached to the Supplement Declaration of Heather Davis in Support of PAGA Motion as **Exhibit G**.
8. All checks to the PAGA Settlement Members shall remain valid and negotiable for

1 180 days from the date of their issuance to the PAGA Settlement Members. If any checks are not
2 cashed within 180 days of mailing, those funds shall be transmitted to the Controller of the State of
3 California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure
4 § 1500, *et seq.* in the names of those PAGA Settlement Members who did not cash their checks until
5 such time they claim their property.

6 9. Upon the date of entry of an order by the Court in this Action approving this
7 Settlement, the LWDA and PAGA Settlement Members, including Plaintiff, ^{will be} ~~fully release~~ and
8 ~~bound by the release described in the Settlement Agreement.~~ As a result of this release,
9 the PAGA Settlement Members will be unable to bring a claim for civil penalties under the
10 California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, against the
11 Released Parties for any violations of the Released Claims that took place during the PAGA Period.

12 10. The Court finds that Plaintiff gave notice to the California Labor Workforce and
13 Development Agency ("LWDA") and to Defendants of her intention to pursue claims for civil
14 penalties under PAGA arising out of the facts and legal theories alleged in the Complaint, that the
15 LWDA did not give notice that it intended to investigate these claims within 65 days of receiving
16 Plaintiff's notice, and that Plaintiff is therefore authorized to pursue these claims on behalf of the
17 LWDA. The Court further finds that Plaintiff gave notice of this proposed settlement of those claims
18 under PAGA to the LWDA in accordance with Labor Code section 2699(1)(2), and that the LWDA
19 has not expressed any objection to the proposed settlement. Accordingly, this Judgment also bars
20 the LWDA, or any other agency of the State of California, or any person acting on its behalf, from
21 collecting any penalties due to any of them, or any unpaid wages due to PAGA Class Members, to
22 the extent those penalties or unpaid wages arise out of the PAGA Released Claims or the facts giving
23 rise to those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-86 (2009).

24 11. Plaintiff's Counsel are directed to submit a copy of this Order and Judgment to the
25 California Labor and Workforce Development Agency within fourteen (14) calendar days of entry
26 of the Judgment.

27 12. Without affecting the finality of this Order and Judgment, the Court shall retain
28 continuing jurisdiction over this Action and the Parties, and over all matters pertaining to the

1 implementation and enforcement of the terms of the Settlement Agreement pursuant to the Civil
2 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
3 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
4 Agreement shall be presented to the Court for resolution.

5 13. A final report on the disbursement of the Individual Payment, including the
6 distribution of uncashed checks to the State Controller's Unclaimed Wage Fund, shall be filed on
7 or before _____. Upon receiving the report, the Court will determine
8 whether further reports and/or a hearing will be necessary.
9

10 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

11
12 DATED: _____

4-24-25

Will D. Claster

HON. WILLIAM D. CLASTER
JUDGE OF THE SUPERIOR COURT