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Attorneys for Plaintiff Jennara Beshears

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

JENNARA BESHEARS, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

ONSITE DENTAL, LLC, an unknown business entity; ONSITE DENTAL ADMINISTRATION, LLC, a Delaware limited liability company; L. THOMAS MILLER, D.D.S. DENTAL PRACTICE, P.C. a California corporation; L. THOMAS MILLER, D.D.S., P.C. a California corporation; ERNEST BLACKWELDER, individually; LEIGHTON MILLER, individually and DOES 1 through 100, inclusive,

Defendants.

Case No.: CGC-21-595354

Honorable Anne-Christine Massullo
Department 206

DECLARATION OF MELISSA LEBLANC-MANSELL IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE, AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS

[Notice of Motion and Motion for Approval of Private Attorneys General Act Settlement Agreement and Release, Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs; Declaration of Plaintiff (Jennara Beshears); and [Proposed] Order and Judgment filed concurrently herewith]

Hearing Date:	March 13, 2025
Hearing Time:	9:00 a.m.
Department:	302
Complaint Filed:	September 20, 2021
Trial Date:	February 10, 2025

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DECLARATION OF MELISSA LEBLANC-MANSELL

I, Melissa LeBlanc-Mansell**,** hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Jennara Beshears ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Lawyers *for* Justice, PC has recovered, sometimes in association with other law firms, millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwazian is a Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From

approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. While employed by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations.

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He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh is a Managing Member of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and she is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding Private Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals).

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She has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

6. I am a Member of Lawyers *for* Justice, PC. I received my undergraduate degree from Louisiana State University, Baton Rouge and my Juris Doctor degree from the University of Toledo College of Law. After graduating from law school, I clerked for the Honorable George J. Larke, Jr. of the Louisiana 32nd Judicial District Court. I was originally admitted to practice law in Louisiana in 2009, then admitted to practice law in California in 2012, in Washington in 2022, and in Oregon in 2023. Prior to joining Lawyers *for* Justice, PC, I practiced family law and personal injury law, serving as second chair for trials, practiced workers' compensation law, handled medical malpractice and plaintiff's-side securities and wage and hour class action cases, and served as a Compliance and Special Investigations Unit Manager for AIDS Healthcare Foundation. At Lawyers *for* Justice, PC, I have worked on many complex wage-and-hour class and PAGA representative action cases, and handled all aspects of litigation of said cases. Further, I have trained and managed a large team of attorneys at the firm, with a focus on evaluating and preparing cases for mediation and mandatory settlement conferences. I have extensive experience in the class action mediation process and have successfully negotiated settlements in over one hundred cases.

EXAMPLES OF RESULT IN WAGE-AND-HOUR REPRESENTATIVE AND CLASS ACTION CASES

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC ("LFJ") has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a

wage-and-hour class action against a major property management company involving allegations of misclassification of various "manager" positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the "Assistant Store Manager" position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the "Property Manager" position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the "Store Manager" position. On June 10, 2011, the court granted plaintiffs' motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the "Assistant Branch Manager" position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried

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"manager" positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the "Operations Manager" position. On September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action involving allegations of misclassification of the salaried residential "Property Manager" position. On September 17, 2015, the court granted plaintiff's motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on

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behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the "Department Manager" position. On August 12, 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

m) LFJ represented the plaintiff in a PAGA representative action against a real estate and property management company, on behalf of non-exempt employees. On November 4, 2016, the court granted approval of the PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-exempt employees. On November 18, 2016, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a food service distributor, on behalf of non-exempt employees. On January 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, which resulted in a published opinion by the California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are

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RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

q) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a consumer packaging company, on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC590429.

r) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of food service industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00810013-CU-OE-CXC.

s) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a lumber and hardware company on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2014-00747750-CU-OE-CXC.

t) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a property management company, on behalf of non-exempt employees. On June 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC586234.

u) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a food company on behalf of non-exempt employees. On June 30, 2017, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175871.

v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA

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representative action against a chocolate company on behalf of non-exempt employees. On July 19, 2017, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG15764300.

w) LFJ represented the plaintiff in a PAGA representative action, against the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On October 18, 2017, the court granted approval of the PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569664.

x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of plastic containers on behalf of non-exempt employees. On October 31, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC577233.

y) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On December 11, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569646.

z) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a property management company on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding Number is 4819.

aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a global provider of flexible office space solutions. On February 15, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is

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BC498401.

bb) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees. On October 15, 2018, the court granted the plaintiff's motion for class certification. On March 10, 2023, the court granted final approval of the class action settlement. The Tulare County Superior Court Case Number is VCU264528.

cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA representative action against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

ee) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. On November 18, 2024, the court granted final approval of the class and PAGA representative action settlement. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

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gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. On November 2, 2023, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1505744.

ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law regarding PAGA claims, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2016-00005578-CU-OE-CTL.

jj) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. On October 28, 2022, the court granted final approval of the class and PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear,

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footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a plastic packaging company on behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On November 8, 2021, the court granted approval of the partial settlement of the action. On April 22, 2024, the court granted approval of the PAGA settlement and entered an order dismissing the action. The San Bernardino County Superior Court Case Number is CIVDS1507361.

mm) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

nn) LFJ represented the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. On or about January 12, 2024, the court granted final approval of the class and PAGA representative action settlement. The Solano County Superior Court Case Number is FCS051001.

oo) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class.

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The Los Angeles County Superior Court Case Number is BC707670.

pp) LFJ represents the plaintiffs in a wage-and-hour class action against a chain of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted in part the plaintiffs' motion for class certification and certified a class. The San Francisco Superior Court Cast Number is CGC-20-582809.

THE LAWSUIT

8. Defendants operate customized dental practices inside workplaces, college campuses, residential high-rise buildings, and other stand-alone sites convenient to where patients work and live. During the relevant time period, Defendants operated twelve locations in the United States, including approximately thirty-six locations in California, the vast majority of which are located in the Bay Area. Plaintiff Jennara Beshears is a former employee of Defendants.

9. Plaintiff has satisfied the prerequisites under California Labor Code § 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff Jennara Beshears that was dated July 15, 2021 (the "PAGA Notice"). The PAGA Notice was sent by U.S. Certified Mail to the employers and submitted to the LWDA by way of online submission on the LWDA's website. Aside from confirmation of receipt of the PAGA Notices, the LWDA did not respond to the PAGA Notice. A true and correct copy of the PAGA Notice is attached hereto as "**EXHIBIT 2**."

10. On September 20, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq*. ("Operative Complaint") against Defendants in the San Francisco County Superior Court ("Court"), Case No. CGC-21-595356 (the "Action"). Plaintiff's core allegation is that Defendants have violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and other

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Aggrieved Employees, of, *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

11. On December 20, 2021, Defendants filed an Answer to the Operative Complaint. Defendants maintained, and continue to maintain, that they had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendants deny that they ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks penalties under the PAGA.

12. Defendant Onsite Dental, LLC propounded discovery consisting of Special Interrogatories, Set One and Request for Production of Documents, Set One on Plaintiff on December 20, 2021. On the same date, Defendant noticed Plaintiff's deposition, to which an objection was served on March 1, 2022. Plaintiff served her objections and responses to the discovery requests on March 18, 2022.

13. On March 15, 2022, Plaintiff propounded Form Interrogatories (Set One), Request for Production of Documents (Set One), and Special Interrogatories (Sets One, Two, and Three) on Defendants. On the same date, Plaintiff also served Notices of Deposition on defendants Ernest Blackwelder and Leighton Miller. The noticed depositions ultimately did not take place. While Defendant L. Thomas Miller, D.D.S. Dental Practice, P.C. served substantive responses to Plaintiff's discovery requests, Defendants Onsite Dental, LLC, Onsite Dental Administration, LLC, and L. Thomas Miller, D.D.S., P.C. provided objection only responses on May 16, 2022. The Parties met and conferred regarding the responses, however, Plaintiff ultimately filed Motions to Compel Further Discovery Responses to Special Interrogatories (Set One) as to Defendants Onsite Dental, LLC, Onsite Dental Administration, LLC, and L. Thomas Miller, D.D.S., P.C. on November 21, 2022. The Motions to Compel were fully briefed, and,

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after the Parties stipulated to the matter being decided by the *pro tem* judge, the Court issued an Order granting Plaintiff's motion in part and denying it in part.

THE SETTLEMENT REACHED IN THE ACTION

14. Marked and attached hereto as "**EXHIBIT 1**" is the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff Jennara Beshears, for herself and on behalf of the State of California with respect to Aggrieved Employees pursuant to the Private Attorneys General Act, and Defendants Onsite Dental, LLC, Onsite Dental Administration, LLC, L. Thomas Miller D.D.S. Dental Practice, P.C., and L. Thomas Miller, D.D.S. (collectively, the "Defendants"). Plaintiff and Defendants (together, the "Parties") have also drafted and agreed to the form and content of the proposed informational cover letter ("Cover Letter") for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as "EXHIBIT A" to the Settlement Agreement and "EXHIBIT 1" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act Settlement Agreement and Release, Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

15. The Settlement pertains to the following allegedly aggrieved employees: all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period ("Aggrieved Employees"). In Sections 3(a)(5) and 3(b) of the Settlement Agreement, the "PAGA Period" is defined as the period between July 15, 2020, through the date of approval of the Settlement or, if applicable, the Alternate End Date. Section 3(b) of the Settlement Agreement provides that if the actual number of Compensable Pay Periods during the period July 15, 2020 through the date of approval of the Settlement is more than 5,578 Compensable Pay Periods, then, at the election of Defendants, either (a) the Total Settlement Amount will increase by the percentage that the actual number exceeds 5,578 Compensable Pay Periods or (b) the PAGA Period shall end on the date when the

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total Compensable Pay Periods for the Aggrieved Employees total 5,578 Compensable Pay Periods ("Alternate End Date"). Defendants have elected to end the PAGA Period on September 7, 2024 (i.e., the Alternate End Date, on which date there are 5,320 Compensable Pay Periods according to Defendants), so as to ensure that the total Compensable Pay Periods do not exceed 5,578 Pay Periods. Based on information provided by Defendants and extrapolation therefrom, it is estimated that for the period July 15, 2020 to September 7, 2024, there are approximately 207 Aggrieved Employees who are credited with 5,320 Compensable Pay Periods.

16. Defendants have agreed to pay the gross amount of $220,000.00 ("Total Settlement Amount"). The Settlement Agreement provides that the "Net Settlement Amount" will be the Total Settlement Amount less the following amounts: (1) Attorneys' Fees and Costs in the amount of up to $77,000.00 for attorneys' fees and up to $30,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC ("Plaintiff's Counsel"); (2) General Release Fee in the amount of up to $10,000.00 to Plaintiff; and (3) up to $10,000.00 to the PAGA Settlement Administrator for costs and expenses of administration of Settlement. Plaintiff's Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of $8,846.37, and the amount of only $3,500 is sought for payment to Simpluris, Inc. for the costs and expenses of administration of Settlement based on the quote provided by Simpluris, Inc. ("Settlement Administration Costs"). As such, assuming that the requested Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately $120,653.63. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code § 2699(i). 75% of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be $90,490.22 ("LWDA Payment"), and 25% of the Net Settlement Amount, which is estimated to be $30,163.41 ("Employees' Portion"), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on their Compensable Pay Periods. The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "PAGA Settlement Administrator") to handle the administration of the Settlement, and the Court is respectfully

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requested to appoint Simpluris to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed $3,500.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court. Attached hereto as "**EXHIBIT 5**" is the Declaration of Denise Islas on Behalf of Simpluris, Inc. that sets forth in detail the nature of the willingness and competency of Simpluris, Inc. to serve as Settlement Administrator.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF'S COUNSEL

17. The effectiveness of Plaintiff's Counsel, Lawyers *for* Justice, PC in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

18. After engaging in extensive investigations, formal and informal discovery, and exchange of information, data, and documents, the Parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a formal full-day mediation on March 29, 2024, conducted by Daniel J. Turner, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, who issued a mediator's proposal after the full-day mediation session, the Parties reached the Settlement described herein. In the course of mediation and settlement discussions, the Parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with additional motion practice and trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, failure to provide reimbursement for business expenses, on duty meal agreements, regular rate of pay calculations, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all

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settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.

19. Prior to reaching the Settlement, the Parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant investigation and formal and informal discovery and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of a large volume of information, documents, and data obtained from Plaintiff, Defendants, and other sources. Plaintiff's Counsel propounded multiple sets of formal written discovery requests onto each of the Defendants (specifically, Requests for Production of Documents (Set One), Special Interrogatories (Sets One, Two, and Three), and Form Interrogatories – General (Set One)), reviewed Defendants' objections and responses thereto, and served notices of depositions of defendants Ernest Blackwelder and Leighton Miller. The information, documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and were not limited to, Plaintiff's employment record; a detailed sampling of Aggrieved Employees' time and pay data; Defendants' Employee Relations Reference Manual; job descriptions; various forms, agreements, and acknowledgments (such as, Defendants' Acknowledgement of Receipt of Meal and Rest Break Policy, Corporate Code of Conduct, and On Duty Meal Period Agreement); and Defendants' operations and employment practices, policies, and procedures (such as, Defendants' Standards of Conduct, Time and Appearance Policy, Attendance and Punctuality Policy, Records of Hours of Work Policy, Overtime Policy, Rest and Meal Periods Policy, and Personal Appearance – Standards and Grooming Policy), among other documents. Counsel for the Parties undertook significant investigation and evaluation of the PAGA claim and related allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendants' counsel regarding the pleadings, case management, discovery, motion practice, mediation, and settlement negotiations, among other issues; case strategy and analysis; researching, drafting, reviewing,

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and revising pleadings, court filings, motion-related papers (e.g., with respect to Motions to Compel Further Responses to Special Interrogatories (Set One) as to Defendants Onsite Dental, LLC, Onsite Dental Administration, LLC, and L. Thomas Miller, D.D.S., P.C., as well as settlement approval motion papers), briefs for settlement negotiations and mediation, and the settlement agreement; propounding written discovery requests on Defendants and notices of deposition of defendants Ernest Blackwelder and Leighton Miller, and reviewing Defendant L. Thomas Miller, D.D.S. Dental Practice, P.C.'s objections and responses thereto and Defendants Onsite Dental, LLC, Onsite Dental Administration, LLC, and L. Thomas Miller, D.D.S., P.C. objections thereto; claims evaluation and analysis; preparing for and participating in settlement negotiations and the mediation; and appearing for court proceedings. Counsel for the Parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal and rest periods, business expense reimbursement, on duty meal agreements, regular rate of pay calculations, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, Plaintiff's claims, and Defendants' defenses, as well as facts discovered.

20. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendants violated the California Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendants' defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, off the clock work, and unreimbursed business expenses, raise individualized issues and/or are not suitable for adjudication as to a group of employees.

21. Plaintiff and her counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In

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order to prevail on the PAGA claim, Plaintiff would have to prove that Defendants engaged in the alleged California Labor Code violations and demonstrate that Defendants' conduct warrants the imposition of penalties.

THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE OF POSSIBLE OUTCOMES

22. In order for Plaintiff to prevail on the PAGA claim, she would have to prove that Defendants engaged in the alleged California Labor Code violations and demonstrate that Defendants' conduct warrants the imposition of penalties. Furthermore, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff may involve individualized issues and/or are not suitable for adjudication as to a group of employees.

23. From the inception of this litigation, Defendants indicated that they would aggressively litigate this case and contended that they would ultimately succeed in the action. Defendants maintained several defenses to Plaintiff's allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendants maintained, and continue to maintain, that they did not engage in a uniform policy and systematic scheme of wage abuse against any of their employees, and that they had, and continue to have, legally-compliant employment policies and practices throughout the time period at issue. Defendants deny that they ever violated any provision of the California Labor Code. Defendants further denied, and continue to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

24. Defendants also challenged Plaintiff's standing as an aggrieved employee and denied that any of their other employees, with respect to whom Plaintiff seeks civil penalties, are aggrieved. Also, multiple courts have taken an approach requiring a plaintiff to establish standing and face the possibility of bifurcation of discovery and/or trial of the PAGA claim. See *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court.* (2009) 46th Cal.4th 993, 1001 (noting that PAGA "require[s] a plaintiff to have suffered an injury resulting from an

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unlawful action"); *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial economy supported bifurcation because of the difficulties and inherent uncertainties of being able to establish liability with respect to a large number of potentially aggrieved employees and noted that "PAGA's public purpose would be ill-served if the court finds [the plaintiff] has not been aggrieved by a Labor Code violation"); *Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496, 504 (Trial courts have "broad discretion to determine the order of proof in the interest of judicial economy"); see also Cal. Code Civ. Proc. § 598 (The court may "when the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would be promoted thereby, on motion of a party, after notice and hearing, make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue or any part thereof in the case[.]"); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any cause of action or of any separate issue in the interest of convenience or to avoid prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to "establish the sequence and timing of discovery for the convenience of parties and witnesses and in the interests of justice"); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is allowed to avoid wasting time and money on trial when litigation of issues could be rendered moot).

25. Defendants pointed to case law that held that, given the derivative nature of the PAGA claim, it would stand or fall based on whether Plaintiff could successfully demonstrate the requisite elements to establish the various alleged violations of the California Labor Code that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*, failure to properly pay wages, failure to provide compliant meal and rest periods, failure to reimburse for expenses, etc.

26. Further, Defendants also maintained that, in addition to their strong arguments against the underlying claims, taking the current unsettled state of law, it would be unjust to award the maximum potential PAGA penalties. There was also a dearth of law and guidance regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly

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established methodology for the valuation and/or assessment of PAGA penalties, and case outcomes (such as those discussed below) have shown that the actual amount of civil penalties actually assessed by trial courts is far less than the amount sought.

27. Defendants also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is "unjust, arbitrary and oppressive, or confiscatory." See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors). Defendants maintained, and continue to maintain, that they had and continue to have, legally-compliant employment policies and practices throughout the time period at issue. Even if, *arguendo,* such violations occurred, which Defendants deny, Defendants contended that said violations would only be considered "initial violations" and thus heightened "subsequent violation" penalties were not warranted. See Cal. Lab. Code § 2699(f)(2); see also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 ("Until the employer has been notified that it is violating a Labor Code provision […], the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties."). Defendants argued that they would be able to show a lack of willfulness in the violations, such that the alleged California Labor Code violations would not be considered "willful." Defendants contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply. As discussed above, Defendants denied and continue to deny that they ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendants argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendants also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be

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regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem. As such, Defendants contended that cumulative penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

28. Plaintiff's Counsel was also aware of case law indicating that courts have attributed little separate value to PAGA claims, for example, allowing them to be resolved for $0 where the other underlying California Labor Code claims are being (or have been) resolved, or, assessing much lower amounts of civil penalties against employers than are sought. See e.g., *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F.Supp.3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under Labor Code § 2699(e)(2), "the Court has broad discretion to award PAGA penalties the Court sees fit" and reducing the PAGA penalty award significantly from the maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of $7 million PAGA penalties requested, the court awarded $425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of $75 million in penalties sought, the court affirmed the trial court's $150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to $5 per violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of $456,133 sought, the court awarded $197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of $2,800,000 PAGA penalties requested, the court awarded $500,000); *Aguirre v Genesis Logistics*, No. SACV 12-

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00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of $1,800,000 PAGA penalties requested, the court awarded $500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

29. Importantly, Defendants also contended that the claims of Plaintiff and other Aggrieved Employees are subject to enforceable binding arbitration agreements. There is also uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. For example, as a result of a recent United States Supreme Court decision, it is more likely that employer agreements containing arbitration terms will impact the viability of adjudication of PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. Although the substantive statutory right to pursue a PAGA claim has not been eviscerated and has been preserved, arbitration agreements may be used to select the forum and procedure to be used to resolve PAGA claims to some extent. Recently, the California Supreme Court confirmed that an aggrieved employee who has been compelled to arbitrate claims under PAGA that are premised on California Labor Code violations that were sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim arising out of events involving other employees through a PAGA representative claim. *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while the arbitrable and non-arbitrable components of an action are not severed from one another, it is still possible that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion may apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff may lose

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standing to pursue non-individual PAGA claims. *Id*. at 693.

30. Unless otherwise specified, all citations and references to the PAGA statute contained herein are to the version of the statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the Settlement pursuant to California Labor Code § 2699(v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024. It is worth noting that the recent amendment of the PAGA statute enacted on July 1, 2024, adopting, *inter alia*, modified standing requirements, codifying a manageability requirement, capping civil penalties that can be assessed against an employer if an employer meets certain conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties if an employer meets certain conditions, has created uncertainty regarding the future of claims for civil penalties under PAGA. As such, at the time that the Parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

31. While Plaintiff disagrees with Defendants' contentions and maintains that her PAGA claim has merit, in reaching the settlement, Plaintiff and her counsel took into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

32. The Parties had the opportunity to review extensive information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendants in an effort to determine the potential value and strength of the PAGA claim. Counsel for the Parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim (as discussed below). Accordingly, the Parties have conducted sufficient investigation and review of data, documents, and information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties have also considered the settlement negotiations and the recommendations of the mediator, Daniel J. Turner, Esq., who is highly experienced in mediation complex labor and employment matters. The Parties have agreed that

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this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs, risks, and delays to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

THE VALUE OF THE PAGA CLAIM

33. To assist the Court in its review and consideration of the settlement reached in the above-captioned matter, a discussion of the potential and realistic value of the PAGA claim, is provided below.

34. Plaintiff alleges that Defendants have violated the California Labor Code and Industrial Welfare Commission Wage Orders, and thereby have engaged in conduct giving rise to civil penalties recoverable under PAGA, by, *inter alia*, failing to properly pay all wages due, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment, failing to timely pay wages upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses. Specifically, Plaintiff contends that Defendants required Plaintiff and aggrieved employees to perform work duties off-the-clock before clocking-in and after clocking-out of their scheduled shifts and during meal periods, and to remain on premises during rest periods and perform work. Further, Plaintiff contends that Defendants failed to correctly calculate the regular rate of pay for purposes of paying overtime wages and meal and rest premiums, and required employees to record seemingly compliant meal periods regardless of whether a compliant meal period was actually provided to employees. Based on Plaintiff's Counsel's investigation, the key issues for the off-the-clock claims is that aggrieved employees were required to perform opening and closing procedures and duties before clocking in for and after clocking out of, their shifts, and that aggrieved employees were not paid for all time worked during what should have been their duty, free meal periods. Plaintiff's Counsel's investigation, the key issues for the meal and rest break claims is that aggrieved employees were required to stay on premises for meal and rest breaks, were required to record seemingly compliant meal

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periods for meal periods that they were not actually provided with, and experienced missed, late, short, and interrupted meal and rest breaks due to having to perform job responsibilities and tasks. As a result, Plaintiff contends that Defendants did not pay Plaintiff and aggrieved employees all compensation due to them, that meal and rest periods were non-compliant, and that Defendants failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleges that Defendants intentionally and willfully failed to pay Plaintiff and aggrieved employees all wages due to them while they were employed by Defendants, within the time period permissible under California law, thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiff contends that, based on the violations described herein, the wage statements provided by Defendants and the payroll records kept by Defendants were inaccurate. Plaintiff contends that Defendants failed to reimburse Plaintiff and the other aggrieved employees for necessary business expenses, including, for example, for use of personal cell phones and the use of personal vehicles, for work purposes.

35. Plaintiff's Counsel considered Defendants' arguments, e.g., that the employer's practices, policies, and procedures complied with the law, the workforce is subject to arbitration agreements, that Defendants correctly paid regular and overtime wages for all hours worked, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due, that Plaintiff and aggrieved employees suffered no actual injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other alleged California Labor Code violations, and that Defendants have a practice and procedure for reimbursing employees for necessary business-related expenses and did not require employees to undertake expenses that were not reimbursed. Plaintiff's Counsel conducted a preliminary meal analysis, and it was observed that 34.7% of shifts analyzed were eligible for a meal period, of which approximately 6.8% had a recorded violation and approximately 93.2% did not have a recorded violation (with approximately 73.31% of shifts eligible for a meal period, showing a 30-minute or 60-minute recorded meal period). Plaintiff's Counsel considered, what Defendants contended was,

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evidence of meal premiums that had been paid to some extent and that Defendants paid regular rate true ups and that the regular rate issue was only implicated with respect to a fraction of the aggrieved employees for a fraction of instances. Plaintiff's Counsel considered that it could be determined that individual liability issues predominate (e.g., due to purported variation in shifts, departments, locations, job duties, and other circumstances which could raise individualized questions of fact) and could pose challenges to manageability and the merits of the PAGA claim.

36. Plaintiff's Counsel considered information obtained through investigations and from Plaintiff, Defendants, and other sources, and created violation and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiff's Counsel calculated the potential value of the PAGA claim. However, the potential value of the PAGA claim assumed an exposure based on Plaintiff having proven all elements of the claim and entitlement to civil penalties, despite risks associated with demonstrating manageability, and establishing liability and any underlying California Labor Code violations, and significant additional costs that would have to be incurred in order to establish liability and obtain civil penalties.

37. While Plaintiff's Counsel disagreed with Defendants' arguments and factual contentions, Plaintiff recognized the circumstances and realities of the case, applicable case law and regulations, the costs and expenses of further litigation, and risks to recovery, and applied appropriate discounts for them. Plaintiff's Counsel calculated the potential and realistic value of the PAGA claim as follows:

a. Failure to Pay Overtime Wages: The potential value of civil penalties was estimated to be $521,650.00 (207 initial violations x $50 + 5,113 subsequent violations x $100). A discount of 75% was applied to account for the risks associated with demonstrating manageability (bringing the value of civil penalties closer to $130,412.50), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $39,123.75), and a discount of 60% was applied to account for the risks associated with the Court exercising its discretion to

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reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $15,649.50).

b. Failure to Pay Minimum Wages: The potential value of civil penalties was estimated to be $1,298,950.00 (207 initial violations x $100 + 5,113 subsequent violations x $250). A discount of 75% was applied to account for the risks associated with demonstrating manageability (bringing the value of civil penalties closer to $324,737.50), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $81,184.38), and a discount of 60% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $32,473.75).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of civil penalties was estimated to be $521,650.00 (207 initial violations x $50 + 5,113 subsequent violations x $100). A discount of 75% was applied to account for the risks associated with demonstrating manageability (bringing the value of civil penalties closer to $130,412.50), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $39,123.75), and a discount of 60% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $15,649.50).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of civil penalties was estimated to be $521,650.00 (207 initial violations x $50 + 5,113 subsequent violations x $100). A discount of 75% was applied to account for the risks associated demonstrating manageability (bringing the value of civil penalties closer to $130,412.50), a discount of 70% was applied

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to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $39,123.75), and a discount of 60% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $15,649.50).

e. Failure to Timely Pay Wages During Employment and Upon Termination: Plaintiff alleged that, as a result of the above-discussed alleged conduct, Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due to them while they were employed by Defendants, within the time period permissible under California Labor Code section 204. These wages included, but were not limited to, minimum, regular, and overtime wages and meal and rest break premium wages. The potential value of civil penalties for the failure to timely pay wages during employment was estimated to be $521,650.00 (207 initial violations x $50 + 5,113 subsequent violations x $100). However, this is an overestimation because it assumes that the initial violation occurred in the first pay period during the relevant time period, for each aggrieved employee, and that all subsequent pay periods would be valued using a heightened penalty amount. Also, arguably, the failure to timely pay wages due during employment overlaps with and is already pursued as part of the allegations for the failure to pay minimum and overtime wages and provide meal and rest periods and associated premiums (which are already discussed herein)—this aspect may cause a court to exercise discretion to not assess separate penalties or to assess significantly reduced penalties. (Cal. Lab. Code § 2699(e)(1)-(2).) A discount of 85% was applied to account for the risks associated with demonstrating manageability (bringing the value of civil penalties closer to $78,247.50), a discount of 80% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $15,649.50),

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and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $3,129.90). Plaintiff also alleged that Defendants failed to pay Plaintiff and the other Aggrieved Employees all wages due to them upon termination of employment, within the time period permissible under California Labor Code sections 201 and 202. For example, Plaintiff alleged that she and other Aggrieved Employees are entitled to unpaid wages arising from, *inter alia*, unpaid wages and the failure to properly compensate them for all hours worked, as well as, meal and rest period premiums. The potential value of civil penalties for failure to timely pay wages upon termination of employment was estimated to be $20,700.00 (207 violations x $100 civil penalties), however this is an overestimation because it assumes that all 207 aggrieved employees separated employment. A discount of 85% was applied to account for the risks associated with demonstrating manageability (bringing the value of civil penalties closer to $3,105.00), a discount of 80% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $621.00), and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $124.20).

f. Failure to Provide Compliant Wage Statements: The potential value of civil penalties was estimated to be $5,164,750.00 (207 initial violations x $250 + 5,113 subsequent violations x $1,000). A discount of 85% was applied to account for the risks associated with demonstrating manageability (bringing the value of civil penalties closer to $774,712.50), a discount of 80% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $154,942.50), and a discount of 80% was

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applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $30,988.50).

g. Failure to Maintain Payroll Records: The potential value of civil penalties was estimated to be $103,500.00 (207 aggrieved employees x $500.00). A discount of 85% was applied to account for the risks associated with demonstrating manageability (bringing the value of civil penalties closer to $15,525.00), a discount of 80% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $3,105.00), and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $621.00).

h. Failure to Reimburse Necessary Business Expenses: The potential value of civil penalties was estimated to be $1,043,300.00 (207 initial violations x $100 + 5,113 subsequent violations x $200). A discount of 85% was applied to account for the risks associated with demonstrating manageability (bringing the value of civil penalties closer to $156,495.00), a discount of 80% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $31,299.00), and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $6,259.80).

38. Alternate Valuations (*Per Capita* Basis): The manner in which civil penalties could be assessed involved some uncertainty, for example, the Court could exercise its discretion to assess penalties on a per-pay-period basis or, assess penalties on a per-person (i.e. *per capita*) basis, or some other methodology that still factors in the statutorily-denominated dollar amounts

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of civil penalties at the outset. While the per-pay-period valuation set forth above would seem to indicate a best case scenario, potential amount of approximately $9,717,800.00 and a risk-adjusted amount of approximately $120,545.65, if civil penalties were assessed on a *per capita* basis instead, for example, in the amount of $1,950 for each of 207 individuals, this would yield potential civil penalties in the amount of $403,650.00, and discounting that amount of civil penalties by 80% for risks associated with demonstrating manageability, succeeding on the merits and establishing liability, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties closer to $80,730.00.

39. Alternate Valuations (Unstacked Basis): Another more conservative method of evaluating PAGA claims is to calculate PAGA exposure on an unstacked basis. *Merante v. American Institute for Foreign Study, Inc*. (N.D. Cal. 2022) 2022 WL 2918896, *6. Under this method, the default PAGA civil penalty of $100 per pay period is applied to each pay period (i.e., 5,320 pay periods x $100 civil penalties), resulting in unstacked civil penalties exposure of $532,000.00, and discounting that amount of civil penalties by 80% for risks associated with demonstrating manageability, succeeding on the merits and establishing liability, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties closer to $106,400.00.

40. The foregoing discussion confirms that the amount of the Settlement is adequate in light of the legal basis, facts, evidence, and circumstances in connection with Plaintiff's allegations and the PAGA claim. The conclusion to be drawn from the foregoing analysis is that neither liability nor the ability to adjudicate and/or recover civil penalties on a representative basis is clear-cut, which is why the Parties elected to settle this matter. Plaintiff's Counsel considered the defenses asserted, information and evidence obtained, and circumstances in this case, which posed risks to representative adjudication and monetary recovery. Plaintiff's Counsel also considered the fact that, by law, the Court has the discretion to reduce and/or assess lower penalties, that it was not clear that heightened penalties would apply, and that stacking

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and/or cumulative penalties may not be allowed.

ATTORNEYS' FEES REQUESTED BY PLAINTIFF'S COUNSEL

41. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of $77,000.00, which represents approximately thirty-five percent (35%) of the Total Settlement Amount. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency-fee of at least thirty-five percent (35%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

42. While not necessarily required to be demonstrated because a percentage fee is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of **192.60 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC and the time incurred in performing those services. These hours include work done by several attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers *for* Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

43. The work performed in this particular case, the background of Lawyers *for* Justice PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions,

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support a reasonable blended hourly rate of compensation of at least $850 per hour for work performed by Plaintiff's Counsel. Lawyers *for* Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least $850 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of $936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of $919.57; and final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of $855.96.

LITIGATION COSTS AND EXPENSES INCURRED

BY PLAINTIFF'S COUNSEL

44. The Settlement provides for reimbursement of litigation costs and expenses of up to $30,000.00. Plaintiff's Counsel seeks reimbursement of $8,846.37 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 4**." It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The amount sought for reimbursement is less than the maximum amount ($30,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of $21,153.63 will be part of the Net Settlement Amount.

GENERAL RELEASE FEE TO PLAINTIFF

45. For her broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 10(b) of the Settlement Agreement), the

Settlement provides a General Release Fee to Plaintiff in the amount of up to $10,000.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. For example, Defendants propounded discovery requests on Plaintiff, and Plaintiff spent time reviewing said discovery requests and providing information and documents in response thereto. Plaintiff was available whenever her counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee, in addition any individual penalties payment she will receive as an aggrieved employee.

46. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

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

Executed this 19th day of February 2025, at Salem, Oregon.

Melissa LeBlanc-Mansell

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EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Jennara Beshears ("Plaintiff"), for herself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and Onsite Dental, LLC, Onesite Dental Administration, LLC, L. Thomas Miller D.D.S. Dental Practice, P.C., and L. Thomas Miller, D.D.S., ("Defendants"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendants, or both, as may be appropriate.

1. **Recitals**. This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendants. Plaintiff was employed by Defendants from approximately November 4, 2019, to approximately March 13, 2020 and again from approximately June 28, 2020 to approximately July 28, 2020;

(b) On July 15, 2021 Lawyers *for* Justice, PC ("Plaintiff's Counsel"), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency ("LWDA") s, to notify the LWDA and Defendants Onsite Dental, LLC, Onesite Dental Administration, LLC, L. Thomas Miller D.D.S. Dental Practice, P.C., L. Thomas Miller, D.D.S., P.C., Ernest Blackwelder, and Leighton Miller, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-838114-21 (the "PAGA Notice");

(c) On September 20, 2021 Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), commencing a representative action under PAGA against Defendants, entitled *Jennara Beshears v. Onsite Dental, LLC, et al.*, San Francisco Superior Court Case No. CGC-21-595354 (the "Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On March 29, 2024, the Parties mediated the Action with Daniel J. Turner, Esq., and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 10(a) below).

2. **No Admission of Wrongdoing**. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind. Defendants

specifically deny Plaintiff's allegations of joint employment of allegedly aggrieved employees as alleged in the Operative Complaint.

3. **Consideration**.

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendants shall pay the maximum gross sum of Two Hundred Twenty Thousand Dollars and Zero Cents ($220,000.00) (the "Total Settlement Amount") to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Subject to Court approval, attorneys' fees in the amount of Thirty-Five Percent (35%) of the Total Settlement Amount, which is Seventy-Seven Thousand Dollars and Zero Cents ($77,000.00) if the Total Settlement Amount remains $220,000.00, and reimbursement of litigation costs and expenses in the amount of up to Thirty Thousand Dollars and Zero Cents ($30,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendants will not contest.

(2) Subject to Court approval, a general release fee of up to the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) ("General Release Fee") to Plaintiff, which Defendants will not contest.

(3) Subject to Court approval, costs and expenses of administration of the Settlement up to the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) ("Settlement Administration Costs") to Simpluris (the "PAGA Settlement Administrator").

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount." The amounts awarded by the Court as to Attorneys' Fees and Cost, General Release Fee, and Settlement Administration Costs, are not material terms of the settlement and cannot serve as a basis for repudiating the settlement. If the Court approves Attorneys' Fees and Cost, General Release Fee, or Settlement Administration Costs less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the PAGA Period (the "Aggrieved Employees"). The period July 15, 2020 through either (1) approval, or (2) the Alternate End Date is the "PAGA Period". The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) The Aggrieved Employees are estimated to consist of approximately 192 individuals who worked approximately 5,071 Compensable Pay Periods. If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 5,071, the Defendant shall have the option to either (1) increase the Total Settlement Amount by the percentage that the actual number exceeds 5,578 Compensable Pay Periods or (2) end the PAGA Period on the date when the total pay periods for the Aggrieved Employees total 5,578 ("Alternate End Date").

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Costs, and holds Defendants harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. Plaintiff assumes full responsibility and liability for taxes owed on the General Release Fee and holds Defendants harmless, and indemnifies Defendants from any dispute or controversy regarding this payment.

4. **Court Approval is Required**. Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void. In the event the Court fails to enter Judgment in accordance with this Settlement, or such final judgment is vacated or reversed, the Action shall proceed as if no settlement had been attempted, unless the Parties jointly agree to seek reconsideration or appellate review of the ruling or Court approval of a renegotiated settlement. Defendants retain the right to contest whether any aspect of the Action should be maintained as a representative action, or to contest the merits of the claims being asserted by Plaintiff.

5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an any appeal of the Judgment is filed, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by PAGA Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to attempt to address the appellate court's concerns and to obtain Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. No Party shall be required to agree to any material change to this Agreement. An appellate decision to vacate, reverse, or modify the Court's award of any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

7. **Effective Date of Settlement**.

"Effective Date" means the date the Court's order approving the settlement and judgment thereon ("Judgment") becomes final. For purposes of the Settlement Agreement, the Court's

Judgment "becomes final" upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (i.e., 61 calendar days after notice of entry of the Court's Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

8. **Approval and Implementation of the PAGA Settlement**.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Andrew Paley, Esq. and Sean Piers, Esq. of Seyfarth Shaw LLP ("Defendants' Counsel") for review at least 5 days prior to filing them; Defendants' Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Approval, including: (i) a draft of the notice to the LWDA of the proposed settlement in accordance with the requirements of Labor Code section 2699 *et seq*., (ii) the Motion for Settlement Approval; (iii) a draft proposed Order Granting Settlement Approval; (iv) a signed declaration from the PAGA Settlement Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness and competency to serve as settlement administrator; ; (v) a signed declaration from Plaintiff's Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)). In their Declaration, Plaintiff's Counsel shall aver that they are not aware at the time of the filing of the declaration of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

(e) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court require a change to a material term of this Agreement, or refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

9. **Payment of Total Settlement Amount / Notice to Recipients**.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fourteen calendar days after the Effective Date . If the date by which payment by Defendants is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between July 15, 2020 to (a) approval, or (b) the Alternate End Date ("Compensable Pay Periods"), based on Defendants' payroll records which will be calculated by the PAGA Settlement Administrator by identifying the total amount of pay periods each Aggrieved Employee received a payment by Defendants. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) The Settlement Administrator shall establish Qualified Settlement Fund under Treasury Regulation section 468B-1a, and shall establish its own employer identification number and file an Internal Revenue Service Form W-9.

(2) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than seven (7) calendar days after the Effective Date, Defendants shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

(h) Within 10 days after the PAGA Settlement Administrator disburses all funds in the Gross Settlement Amount, the PAGA Settlement Administrator will provide Plaintiff's Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Settlement Agreement. At least 15 days before any deadline set by the Court, the PAGA Settlement Administrator will prepare, and submit to Plaintiff's Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Plaintiff's Counsel is responsible for filing the PAGA Settlement Administrator's declaration in Court.

(i) Payments to Aggrieved Employees pursuant to this Settlement Agreement are not intended by the Parties to be compensation or hours worked or hours paid for purposes of determining eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this Agreement, the term "benefit plan" means every

ERISA "employee benefit plan," as defined in the Employee Retirement and Income Security Act of 1974 ("ERISA"), 29 U.S.C. section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any such plan is considered an ERISA employee benefit plan.

10. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California**.

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, on behalf of herself and as a private attorney general acting on behalf of the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants, including Defendants' parent companies, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, Ernest Blackwelder and Leighton Miller, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq*. ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001, irrespective of theory of recovery (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendants and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the

California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

> 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.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

11. **Governing Law and Interpretation**.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach.

12. **Amendment**. This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

13. **Confidentiality Prior to Settlement Approval**. Plaintiff, Plaintiff's Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Settlement Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Plaintiff's Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate

any conversation or other communication, before the filing of the Motion for Settlement Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. Plaintiff's Counsel agrees not to identify Defendants in any way in any website, blog, article, or social media. Nothing in this provision shall prevent Defendants from making any required disclosure or Plaintiff's Counsel from referencing the Settlement in adequacy filings. Neither Plaintiff nor Plaintiff's Counsel will publicize the Settlement in any way, except that nothing in this Settlement Agreement shall preclude Plaintiff's Counsel from submitting filings with the Court or the LWDA in furtherance of obtaining approval of the Settlement. Nor shall anything herein restrict Plaintiff's Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience.

14. **No Solicitation**. The Parties separately agree that they and their respective counsel and employees will not solicit any PAGA Member to appeal from or otherwise oppose the Judgment.

15. **No Tax Advice**. Neither Plaintiff, Plaintiff's Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability in connection with the Settlement or any payment made pursuant to the Settlement, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Each PAGA Member agrees to indemnify, and hold harmless Defendants from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay his or her share of taxes, interest, fees, or penalties owed. No

16. **Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

17. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

18. **Extensions of Time.** Without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement

19. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

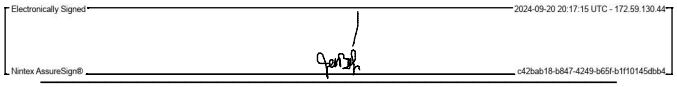
(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Daniel J. Turner, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 09/20/2024



Jennara Beshears
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

ONSITE DENTAL, LLC

Date: _____, 2024 _____

Name:
Title:

ONSITE DENTAL ADMINISTRATION, LLC

Date: _____, 2024 _____

Name:
Title:

L. THOMAS MILLER D.D.S. DENTAL PRACTICE, P.C.

Date: _____, 2024 _____

Name:
Title:

L.THOMAS MILLER D.D.S., P.C.

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: September 20, 2024 _____

Arby Aiwazian
Joanna Ghosh
Melissa LeBlanc-Mansell
Attorneys for Plaintiff Jennara Beshears

SEYFARTH SHAW LLP

Date: _____, 2024 _____

Andrew Paley
Sean Piers
Attorneys for Defendants Onsite Dental Administration, LLC, Onsite Dental Administrations, LLC, L. Thomas Miller D.D.S. Dental Practice, P.C., L. Thomas Miller, D.D.S., P.C., Ernest Blackwelder, and Leighton Miller

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Daniel J. Turner, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: _____,2024

Jennara Beshears
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

ONSITE DENTAL, LLC

Date: 9/23/2024, 2024

Ern Blackwelder

Name: Ern Blackwelder
Title: CEO

ONSITE DENTAL ADMINISTRATION, LLC

Date: 9/23/2024, 2024

Ern Blackwelder

Name: Ern Blackwelder
Title: CEO

L. THOMAS MILLER D.D.S. DENTAL PRACTICE, P.C.

Date: 9/23/2024, 2024

Name: L. Thomas Miller
Title: Dds

9/23/2024

L.THOMAS MILLER D.D.S., P.C.

L. Thomas Miller

Dds

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: _____, 2024

_____
Arby Aiwazian
Joanna Ghosh
Melissa LeBlanc-Mansell
Attorneys for Plaintiff Jennara Beshears

SEYFARTH SHAW LLP

Date: September 24, 2024

Sean Piers
_____
Andrew Paley
Sean Piers
Attorneys for Defendants Onsite Dental Administration, LLC, Onsite Dental Administrations, LLC, L. Thomas Miller D.D.S. Dental Practice, P.C., L. Thomas Miller, D.D.S., P.C., Ernest Blackwelder, and Leighton Miller

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Jennara Beshears v. Onsite Dental, LLC, et al.*, San Francisco Superior Court Case No. CGC-21-595354

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Jennara Beshears v. Onsite Dental, LLC, et al.*, San Francisco Superior Court Case No. CGC-21-595354 ("Action").

The lawsuit was filed on September 20, 2021 by Jennara Beshears ("Plaintiff") against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq*. ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on July 15, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, thereby initiating LWDA Case Number LWDA-CM-838114-21 (the "PAGA Notice").

Defendants deny all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendants Onsite Dental, LLC, Onsite Dental Administration, LLC, L. Thomas Miller, D.D.S. Dental Practice, P.C., L. Thomas Miller, D.D.S., P.C., Ernest Blackwelder, and Leighton Miller ("Defendants").

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the period July 15, 2020 to either (1) approval, or (2) the Alternate End Date ("Aggrieved Employees"). The period July 15, 2020 to either (1) approval, or (2) the Alternate End Date is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendants, including Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

"Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq*. ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, irrespective of theory of recovery.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

EXHIBIT 2

LAWYERS FOR JUSTICE, PC

July 15, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***ONSITE DENTAL, LLC; ONSITE DENTAL ADMINISTRATION, LLC; ERNEST BLACKWELDER, AN INDIVIDUAL; L. THOMAS MILLER, D.D.S. DENTAL PRACTICE, P.C.; L. THOMAS MILLER, D.D.S., P.C.; LEIGHTON MILLER, AN INDIVIDUAL***

Dear Representative:

We have been retained to represent Jennara Beshears against Onsite Dental, LLC, Onsite Dental Administration, LLC, Ernest Blackwelder, an individual, L. Thomas Miller D.D.S. Dental Practice, P.C., L. Thomas Miller, D.D.S., P.C., and Leighton Miller, an individual (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Onsite Dental") for violations of California wage-and-hour laws. Ms. Beshears seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ernest Blackwelder is the Chief Executive Officer of Onsite Dental. Ernest Blackwelder, at all times herein relevant, was acting either individually or as an officer, owner, director, agent, or employee of Onsite Dental, who caused and continues to cause all of the wage and hour violations alleged herein against the "aggrieved employees," as defined herein, including without limitation violations of Labor Code Section 558 and 1197.

Leighton Miller is the Chief Executive Officer of L. Thomas Miller, D.D.S., P.C. Leighton Miller, at all times herein relevant, was acting either individually or as an officer, owner, director, agent, or employee of L. Thomas Miller, D.D.S., P.C., who caused and continues to cause all of the wage and hour violations alleged herein against the "aggrieved employees," as defined herein, including without limitation violations of Labor Code Section 558 and 1197.

Ms. Beshears seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Onsite Dental employed Ms. Beshears as an hourly-paid, non-exempt employee from approximately November 2019 to approximately March 2020 and again from approximately June 2020 to approximately July 2020, in the State of California. Pursuant to the Emergency Rules

Related to COVID-19, Rule 9(a), "the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020."

The "aggrieved employees" that Ms. Beshears may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Onsite Dental has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

Onsite Dental required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Onsite Dental rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Onsite Dental over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Beshears and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Beshears and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Onsite Dental required Ms. Beshears and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Onsite Dental failed to pay Ms. Beshears and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the

month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Onsite Dental failed to pay Ms. Beshears and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Onsite Dental did not provide Ms. Beshears and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Onsite Dental were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Beshears and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Beshears and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Beshears and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Beshears and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Beshears and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Onsite Dental failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Beshears and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

> The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Onsite Dental failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Onsite Dental did not provide Ms. Beshears and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Onsite Dental failed to pay Ms. Beshears and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Beshears and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Onsite Dental failed to pay Ms. Beshears and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Beshears and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

During the relevant time period, Ms. Beshears and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Onsite Dental.

Therefore, on behalf of all aggrieved employees, Ms. Beshears seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Onsite Dental, LLC
c/o Ernest Blackwelder
CEO
85 Argonaut Ste 220
Aliso Viejo, CA 92656

Onsite Dental Administration, LLC
c/o Ernest Blackwelder
Agent for Service of process
85 Argonaut Ste 220
Aliso Viejo, CA 92656

Ernest Blackwelder
85 Argonaut Ste 220
Aliso Viejo, CA 92656

L. Thomas Miller D.D.S. Dental Practice, P.C.
c/o David Joe
Agent for Service of process
85 Argonaut Ste 220
Aliso Viejo, CA 92656

L. Thomas, D.D.S., P.C.
c/o Agent for Service of process
85 Argonaut Ste 220
Aliso Viejo, CA 92656

Leighton Miller
85 Argonaut Ste 220
Aliso Viejo, CA 92656

EXHIBIT 3

JENNARA BESHEARS V. ONSITE DENTAL, LLC, ET AL.
San Francisco County Superior Court Case No. CGC-21-595354

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS *for* JUSTICE, PC
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff Jennara Beshears ("Plaintiff") During the Case	14.50
Investigate, Meet with, Communicate with, and/or Conduct Interviews with Aggrieved Employees and/or Percipient Witnesses	8.50
Pleadings and Court Filings	
Investigate the Merits of Plaintiff's Private Attorneys General Act ("PAGA") Claim and Allegations, Conduct Legal Research and Analysis of Claim and Allegations Involved, and Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on September 20, 2021)	8.50
Review Court's Notice to Plaintiff (filed on September 20, 2021)	0.10
Review and Analyze Defendants Onsite Dental, LLC, Onsite Dental Administration, LLC, L. Thomas Miller, D.D.S. Dental Practice, P.C., L. Thomas Miller, D.D.S., P.C., Ernest Blackwelder, and Leighton Miller (collectively, "Defendants") Answer to Complaint and Research Affirmative Defenses in Defendants' Answer (served on December 20, 2021)	1.10
Review Court's Order Continuing Case Management Conference (filed on February 1, 2022)	0.10
Review Defendants' Substitutions of Attorney – Civil for Defendants L. Thomas Miller, D.D.S., P.C., Onsite Dental Administration, LLC, L. Thomas Miller, D.D.S. Dental Practice, P.C., and Onsite Dental, LLC (served on February 9, 2022)	0.20

Review and Analyze Defendants Ernest Blackwelder and Leighton Miller's Answer to Plaintiff's Complaint and Research Affirmative Defenses in Defendants' Answer (served on March 15, 2022)	1.10
Draft Plaintiff's Case Management Statement (filed on April 12, 2022)	0.50
Review Defendants' Case Management Statement (served April 12, 2022)	0.10
Review Court's Order Continuing Case Management Conference (filed on April 14, 2022)	0.10
Draft Plaintiff's Case Management Statement (filed on October 11, 2022)	0.50
Review Defendants' Case Management Statement (served on October 11, 2022)	0.10
Review Court's Order Continuing Case Management Conference (filed on October 13, 2022)	0.10
Draft Plaintiff's Case Management Statement (filed on February 6, 2023)	0.50
Review Defendants' Case Management Statement (served on February 7, 2023)	0.10
Review Court's Notice of Time and Place of Trial and Trial Order (filed on February 8, 2023)	0.10
Review Defendants' Notice of Objection to the Court's February 8, 2023 Trial Order (served on February 21, 2023)	0.10
Review Court's Order Rescheduling Hearing (filed on February 22, 2023)	0.10
Review Court's Notice of Time and Place of Trial and Trial Order (filed on March 1, 2023)	0.10
Appearances	
Prepare for and Remotely Attend Hearing on Motion to Compel Further Responses to Special Interrogatories (Set One) (January 26, 2024)	4.50
Prepare for and Remotely Attend Hearing on Defendants' Objection to Trial Setting Order (February 22, 2023)	0.80
Prepare for and Remotely Attend Continued Hearing on Defendants' Objection to Trial Setting Order (March 1, 2023)	0.50

Discovery and Deposition	
Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Jennara Beshears (served on June 9, 2021)	1.90
Review and Analyze Documents Produced by Defendants in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Jennara Beshears (served on June 28, 2021)	3.50
Review Defendants' Notice of Deposition of Plaintiff Jennara Beshears (served on December 20, 2021)	0.20
Review Defendant Onsite Dental, LLC's Special Interrogatories, Set One and Request for Production of Documents, Set One to Plaintiff (served on December 20, 2021)	0.20
Draft Plaintiff's Objections to Defendant Onsite Dental, LLC's Notice of Deposition of Plaintiff Jennara Beshears (served on March 1, 2022)	0.20
Draft Plaintiff's Notice of Deposition of Ernest Blackwelder (served on March 15, 2022)	0.20
Draft Plaintiff's Notice of Deposition of Leighton Miller (served on March 15, 2022)	0.20
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Special Interrogatories (Set Three), and Requests for Production of Documents (Set One) to Defendant L. Thomas Miller, D.D.S. Dental Practice, P.C. (served on March 15, 2022)	4.50
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Special Interrogatories (Set Three), Requests for Production of Documents (Set One), and Requests for Production of Documents (Set One) to Defendant L. Thomas Miller, D.D.S., P.C. (served on March 15, 2022)	0.30
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Special Interrogatories (Set Three), and Requests for Production of Documents (Set One) to Defendant Onsite Dental Administration, LLC (served on March 15, 2022)	0.30

Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Special Interrogatories (Set Three), and Requests for Production of Documents (Set One) to Defendant Onsite Dental, LLC (served on March 15, 2022)	0.30
Draft Plaintiff's Responses to Defendant Onsite Dental, LLC's Special Interrogatories, Set One and Requests for Production of Documents, Set One (served on March 18, 2022)	4.50
Review Defendant Ernest Blackwelder's Objection to the Notice of Deposition (served on April 5, 2022)	0.10
Review Defendant Leighton Miller's Objection to the Notice of Deposition (served on April 5, 2022)	0.10
Review and Analyze Defendant L. Thomas Miller, D.D.S., P.C.'s Objections to Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Special Interrogatories (Set Three), and Requests for Production of Documents (Set One) (served on May 16, 2022)	1.80
Review Defendant L. Thomas Miller, D.D.S. Dental Practice, P.C.'s Objections and Responses to Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Special Interrogatories (Set Three), and Requests for Production of Documents (Set One) (served on May 16, 2022)	1.90
Review Defendant Onsite Dental Administration, LLC's Objections to Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Special Interrogatories (Set Three), and Requests for Production of Documents (Set One) (served on May 16, 2022)	1.50
Review Defendant Onsite Dental, LLC's Objections to Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Special Interrogatories (Set Three), and Requests for Production of Documents (Set One) (served on May 16, 2022)	0.90
Review and Analyze Documents Produced by Defendant L. Thomas Miller, D.D.S. Dental Practice, P.C. (served on May 16, 2022)	4.80

Meet and Confer with Defendants' Counsel and Draft *Belaire-West* Administration Notice and Opt-Out Postcard (mailed on March 13, 2023), Review Third-Party Administrator's Weekly Reports, and Review and Analyze Non-Opt Out Contact List (received on or about April 24, 2023)	3.90
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Jennara Beshears for Penalties Under California Labor Code section 2698, *et seq.* (served on July 15, 2021)	4.50
Meet with, Draft Correspondence to, and Respond to Correspondence from, Defendants' Counsel	12.50
Mediation/Settlement	
Review and Analyze Documents Obtained from Plaintiff, Defendants, and Other Sources and Prepare Valuation Models, Including, *Inter Alia*, Calculating PAGA Penalties for Violation Rates for Non-Compliant Meal and Rest Breaks, Unpaid Wages, Failure to Pay Premium Pay, and Incomplete or Inaccurate Wage Statements	19.50
Prepare for Mediation Session, Including Researching Settlement-Related Issues and Merits-Related Issues, Drafting the Mediation Brief, Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief (submitted on March 22, 2024)	25.50
Attend Mediation Session (March 29, 2024; Zoom Video Conference)	12.50
Review and Analyze Mediator's Proposal (issued March 29, 2024; accepted April 2, 2024)	1.10
Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (fully executed on September 24, 2024)	5.50

Law and Motion	
Research and Draft Plaintiff's Notice of Motion and Motion to Compel Defendants to Provide Further Responses to Special Interrogatories (Set One) and Request for Monetary Sanctions, Declaration of Charles T. Sweeny in Support Thereof (Volume 1 – Exhibits A-N), Declaration of Charles T. Sweeny in Support Thereof (Volume 2 – Exhibits O-S), Rule 3.1345 Separate Statement in Support Thereof (Defendant L. Thomas Miller, D.D.S., P.C.), 3.1345 Separate Statement in Support Thereof (Defendant L. Thomas Miller, D.D.S. Dental Practice, P.C.), 3.1345 Separate Statement in Support Thereof (Onsite Dental Administration, LLC), 3.1345 Separate Statement in Support Thereof (Defendant Onsite Dental, LLC), and [Proposed] Order Thereon (filed on November 21, 2022)	14.10
Review Defendants' Opposition to Plaintiff's Motion to Compel Further Responses to Special Interrogatories (Set One) & Plaintiff's Request for Monetary Sanctions; Defendant L. Thomas Miller, D.D.S. Dental Practice, P.C.'s Separate Statement in Support of Plaintiff's Motion to Compel Further Responses to Special Interrogatories (Set One), Defendant Onsite Dental Administration, LLC's Separate Statement in Support of Plaintiff's Motion to Compel Further Responses to Special Interrogatories (Set One), Defendant Onsite Dental, LLC's Separate Statement in Support of Plaintiff's Motion to Compel Further Responses to Special Interrogatories (Set One), Defendant L. Thomas Miller, D.D.S., P.C.'s Separate Statement in Support of Plaintiff's Motion to Compel Further Responses to Special Interrogatories (Set One), Declaration of David Joe in Support of Defendants' Opposition to Plaintiff's Motion to Compel Further Responses to Special Interrogatories Nos. 1 & 2 (Set One) & Request for Monetary Sanctions (served on January 12, 2023)	0.90
Research and Draft Plaintiff's Reply in Support of Plaintiff's Motion to Compel Defendants to Provide Further Responses to Special Interrogatories 9Set One) and Request for Monetary Sanctions, Declaration of Melissa Rinehart in Support Thereof, Declaration of Plaintiff in Support Thereof (filed on January 19, 2023)	5.50
Review Court's Tentative Ruling Re: Plaintiff's Motion to Compel Further Responses Special Interrogatories (Set One) (issued on January 25, 2023)	0.50
Review and Sign Court's Form Stipulation and Order for a Motion(s) to Be Heard by a Member of the California Bar Serving as a Temporary Judge (filed on January 26, 2023)	0.10

Review Court's Order Re: Plaintiff's Motion to Compel Defendants to Provide Further Responses to Special Interrogatories (Set One) (filed on February 7, 2023)	0.30
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, Declaration of Melissa LeBlanc Mansell in Support Thereof, Declaration of Jennara Beshears in Support Thereof, and [Proposed] Order and Judgment	16.50
Total Hours:	192.60

EXHIBIT 4

LAWYERS for JUSTICE PC CASE COST DETAIL
Beshears vs. Onsite Dental, LLC, et al. (PAGA)

Date	Payee	Expense Description	Amount
6/9/2021	U.S. Postmaster	Postage	$7.00
7/15/2021	U.S. Postmaster	Postage	$45.00
7/15/2021	Labor & Workforce Development Agency	PAGA Filing Fee	$75.00
10/19/2021	One Legal	Attorney Service	$25.19
10/19/2021	San Francisco Superior Court	Complex Filing Fee	$435.00
11/15/2021	ProLegal	Attorney Service	$270.58
12/8/2021	ProLegal	Attorney Service	$117.78
1/26/2022	Legal Document Server, Inc.	Attorney Service	$11.00
2/4/2022	Legal Document Server, Inc.	Attorney Service	$11.00
2/16/2022	Legal Document Server, Inc.	Attorney Service	$11.00
3/1/2022	General Logistics Systems US, Inc.	Courier Service	$39.10
3/15/2022	General Logistics Systems US, Inc.	Courier Service	$44.66
4/19/2022	Legal Document Server, Inc.	Attorney Service	$11.00
9/6/2022	Legal Document Server, Inc.	Attorney Service	$21.88
10/20/2022	Legal Document Server, Inc.	Attorney Service	$11.75
11/22/2022	Legal Document Server, Inc.	Attorney Service	$15.80
11/22/2022	San Francisco Superior Court	Motion Fee	$60.00
1/19/2023	File & ServeXpress	Attorney Service	$15.00
1/26/2023	Coalition Court Reporters	Court Reporter	$816.00
2/6/2023	File & ServeXpress	Attorney Service	$41.20
2/7/2023	File & ServeXpress	Attorney Service	$15.00
2/22/2023	CourtCall, LLC	Attorney Service	$72.00
2/23/2023	File & ServeXpress	Attorney Service	$15.00
2/24/2023	CourtCall, LLC	Attorney Service	$72.00
1/25/2024	Judicate West	Mediation Fee	$6,375.00
3/29/2024	Tatyana Akbarian	Travel Reimbursement	$44.73
3/29/2024	Melissa LeBlanc	Travel Reimbursement	$17.70
9/6/2024	San Francisco Superior Court	Jury Fee	$150.00
			$ 8,846.37

EXHIBIT 5

Edwin Aiwazian (SBN 232943)
Joanna Ghosh (SBN 272479)
Melissa LeBlanc-Mansell (SBN 283080)
LAWYERS *for* JUSTICE, PC
450 N. Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Jennara Beshears

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

JENNARA BESHEARS, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiff, vs. ONSITE DENTAL, LLC, an unknown business entity; ONSITE DENTAL ADMINISTRATION, LLC, a Delaware limited liability company; L. THOMAS MILLER, D.D.S. DENTAL PRACTICE, P.C. a California corporation; L. THOMAS MILLER, D.D.S., P.C. a California corporation; ERNEST BLACKWELDER, individually; LEIGHTON MILLER, individually; and DOES 1 through 100, inclusive, Defendants.	Case No.: CGC-21-595354 Honorable Anne-Christine Massullo Department 206 DECLARATION OF DENISE ISLAS ON BEHALF OF SIMPLURIS, INC. Complaint Filed: September 20, 2021 Trial Date: February 10, 2025

DECLARATION OF DENISE ISLAS

I, Denise Islas, declare as follows:

1. I am the Director of Client Services for Simpluris Inc., ("Simpluris"). I am over 18 years of age and authorized to make this declaration on behalf of Simpluris and myself and make this declaration based upon my own personal knowledge.

2. Simpluris has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, property damage, employment discrimination, employment wage and hour, product liability, insurance and consumer issues. Simpluris specializes in pre-settlement consultation, data management, legal notification, call center support, claims processing and tax reporting.

3. We have provided notification and/or claims administration services in more than 9,000 cases. Over the past eighteen (18) years, Simpluris has handled approximately $8 billion in settlements. A true and correct copy of Simpluris' company resume ("Simpluris Resume") is attached as **Exhibit A**.

4. Simpluris is committed to the security of not only our data and information but the Parties' data and information as well. We have not experienced any security breaches in our company history. A true and correct copy of our SOC 2 Certification demonstrating our commitment to security is attached as **Exhibit B**. Additionally, Simpluris maintains insurance coverage for $3,000,000 for Errors and Omissions.

5. Simpluris does not have any affiliation with counsel for this matter.

6. Simpluris has been selected by counsel to serve as the PAGA Settlement Administrator for this case. In this capacity, Simpluris will be charged with, among other responsibilities: (a) providing the PAGA Letter to the PAGA Employees in English; (b) calculating individual settlement payments, distributing funds, and tax-reporting following final approval; (c) mailing settlement checks; (d) answering questions from PAGA Employees

7. The mailing addresses contained in the PAGA Employee List will be processed and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. If any

individual has filed a U.S. Postal Service change of address request, the address listed with the NCOA will be utilized in connection with the mailing of the PAGA Letter and Payment.

8. For any PAGA Letters and Payments that are returned to Simpluris as undeliverable, Simpluris will perform address traces to find an updated address. The address trace will utilize the PAGA Member's name, previous address, and Social Security Number. In the event an updated address is obtained, the PAGA Notice documents will be promptly re-mailed to those PAGA Members via First Class mail. For PAGA Letters and Payment documents that are returned by the Post Office with forwarding addresses attached, these PAGA Letters and Payment documents will be promptly re-mailed to those PAGA Members at the forwarding address via First Class mail.

9. Simpluris costs to administer the case are $5,919. However, Simpluris has offered a client courtesy discount and has agreed to administer the case for a fee of $2,750. If the scope of work increases or decreases significantly, Simpluris will inform the parties and request approval of an adjustment, whether increased or decreased respectively, to the capped costs of $3,500 based on disbursement to 192 individuals. A true and correct copy of Simpluris' bid for administering this matter is attached as **Exhibit C.**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this Declaration was executed this 13th day of February, 2025, in Costa Mesa, California.

Denise B Islas

Denise Islas

EXHIBIT A

simpluris

Corporate Resume

Simpluris, an award winning claims administrator, has administered over 9,000 matters, managed over $9 billion in settlement funds, and provided its services for over 15 years. Our beginning-to-end services include complete project management, mailings & notification campaigns, contact center, legal intake, data management, disbursements & tax reporting, among others.

Services

Class Action Administration

Simpluris class action and claims administration offers comprehensive settlement planning, execution, and reporting. When you bring a case to Simpluris, our team reviews each matter independently. Our subject matter experts leverage their experience to develop a settlement framework designed to meet the unique aspects of your matter. We take a consultative approach to address your challenges and support preliminary hearing preparation.

Mass Arbitration Administration

Simpluris can provide the technology and operational fulfillment resources needed to manage mass arbitrations from intake to payment in a cost-effective and efficient manner. At Simpluris, we pride ourselves on having an average of 93.5% signed releases. We have experience administering some of the largest mass arbitration cases, including Uber, Lyft, Instacart, Grubhub, Postmates, and DoorDash. Simpluris delivers solutions for matters of any size and complexity.

Regulatory Remediation

Whether internally initiated or formally required by a consent order, Simpluris aids respondents in meeting critical obligations and deadlines. Simpluris is prepared to plan and execute remediation actions tailored to your institution's size and needs. As a third-party administrator, we understand the importance of swift remediation and provide "white glove" customer service from planning, to execution, through final reporting.

Legal Corporate Services

Simpluris' services scale and adapt to meet our client's challenges. We excel at comprehensive settlement administration and remediation; however, we understand that our client's needs include a combination of many legal corporate services. No matter how simple or complex, we ask you to bring us your unique challenges so we may develop a custom solution to fit your needs.

Data Security

Simpluris is committed to the security and overall protection of its customer's data and information. We maintain SOC 1 and SOC 2 certification which requires us to adhere to strict policies and procedures surrounding information security including processing and storage of confidential customer data. Simpluris has and maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00).

Executive Team

Simpluris' history is rooted in class action settlement administration and our management team's experiences are vast and diverse. The Simpluris executive leadership team boasts more than 100 years of experience in corporate, financial and legal administration, including:

- Executive management of the largest legal administration operation in the world that produced 200+ million notifications, 10+ million claims and $5+ billion funds disbursed per year on average.
- A few of the most notable matters our leadership team has presided over include the largest data breach responses, corporate restructures and antitrust settlement administrations in US history.
- Oversight of the largest consent orders handed down from OCC, DOJ, CFPB & FTC over the last decade.
- Fostering hundreds of client relationships with the premier government entities, law firms and financial institutions in the world.

The Simpluris executive team - Kevin Lee, President & CEO; Doug Norman, SVP Business Operations; Zach Hoffman, Founder, CTO; Patrick Ivie, CRO; Wes Alford, SVP; and Paul Saroj, SVP - are experienced industry experts. Leveraging our past experiences, Simpluris is prepared to handle matters of every scope and scale.

Technology

From Simpluris' inception, our founders had a vision to develop a single comprehensive platform, purpose-built to serve the legal administration industry. Today, our proprietary technology platform, named Cadence, increases data security, mitigates errors caused by siloed databases, and speeds processes by improving transparency and collaboration between departments. Cadence is an innovative and evolving administration engine that sets our case management apart from all other legal administrators. From data ingestion, noticing, and claims processing, through disbursement, taxation, and final reporting, our project management processes are conducted inside Cadence. We see the future of legal tech evolving and are continuously developing our solutions to meet the administration needs of tomorrow.

Client Service

The Simpluris administration team is best known for their dedication to delivering premium service. When you partner with Simpluris, you work alongside a dedicated client service representative. This Simpluris team member will guide you through the settlement life cycle. Your client service representative is your administration conductor, adjusting the tempo as your case progresses. With a comprehensive view of your matter, your client service representative can respond swiftly to changes in your case, proactively notify you of upcoming milestones, and most importantly, be accountable for the successful completion of your matter.

Our team is available any time of day with offices across the nation, including two corporate hubs in **Costa Mesa, CA and Orlando, FL**.

(800) 779-2104
3194-C Airport Loop Dr.,
Costa Mesa, CA 92626
simpluris.com

EXHIBIT B

simpluris

Data Security and Technology

800-779-2104
3194-C Airport Loop Dr., Costa Mesa, CA 92626
inquiries@simpluris.com | simpluris.com

Simpluris utilizes purpose-built proprietary software as well as industry best-of-breed technologies to administer complex matters with accuracy, efficiency, security, scalability, and cost-effectiveness. Our technology stack has been built from the ground up to meet the needs of complex matters including class action and mass arbitration settlements, government regulatory orders, corporate remediations and other mass legal administration engagements.

To fulfill the needs of these matters, Simpluris must be nimble while meeting rigorous security requirements and high-quality standards. Our in-house technologies are continuously refined, tuned, and improved throughout Simpluris' tenure.

Our technology team and entire business prioritize security as one of our major tenants to ensure our client's data remains secure and protected. To protect your data, Simpluris utilizes industry best practice tools and techniques including providing an encrypted secure file transfer (i.e. SFTP) platform for exchanging sensitive documents; encrypting all data at every level possible including encryption in transit, at rest, at hard-disk/block level, database level, and client/network layer; utilization of multi-factor authentication for all employee access; and extensive, ongoing required employee training to ensure our people understand the latest security threats & prevention techniques, and general best practices.

Data Security

Certifications and Attestations

Simpluris maintains a comprehensive information security program to ensure the highest level of care and concern is taken to protect our company and customers' information assets. Simpluris is annually audited by third-party providers for security policy and procedure review to ensure compliance with all necessary controls and requirements.

- SOC 1 Type 1
- SOC 2 Type 1
- SOC 2 Type 2
- HIPAA
- Penetration Testing
- Vulnerability Management

Information Security Program

Simpluris maintains a written Information Security Program (ISP) designed to: (a) ensure the security, privacy and confidentiality of client and investor information; (b) protect against any reasonably anticipated threats or hazards to the security or integrity of client information; and (c) protect against unauthorized access to, use, deletion, or modification of investor information.

DATA SECURITY

Simpluris Information Security Policy Document Index

- Acceptable Use Policy
- Password Policy
- Patch Management / Update Policy
- Privacy Policy (Internal)
- Change Management Policy
- Data Retention Policy
- Software Development Lifecycle Policy
- HIPAA Security Rule
- Wireless Access Policy
- Mobile Device Policy
- Network Firewall Policy
- Antivirus and Malware Policy
- Physical Security Policy
- Business Continuity Plan
- Risk Assessment & Treatment
- Roles & Permissions Matrix
- HIPAA Oversight Policy
- System & Network Configuration Policy
- Internal Controls Policy
- Information Classification & Handling Policy
- Access Control Policy
- Audit Policy
- Backup Policy
- Removable Media Policy
- Disaster Recovery Policy
- HIPAA Assigned Responsibility
- Server Security Policy
- Incident Response Policy
- Vendor Management Policy
- Risk Management Policy

Systems, Processes & Tools

NETSPI™

Penetration testing

FORTINET

SIEM, firewall, VPN endpoint, data loss prevention, intrusion prevention

mimecast

Cloud email security service

SOPHOS INTERCEPT X

Endpoint security

Office 365

Cloud-hosted email & security

Microsoft Intune

Cloud-hosted endpoint management

Jira Software

Confluence

IT & development ticketing & documentation

nuspire

Vulnerability management

Microsoft Azure

Cloud-hosted identity management, storage solutions, MFA, endpoint management

aws

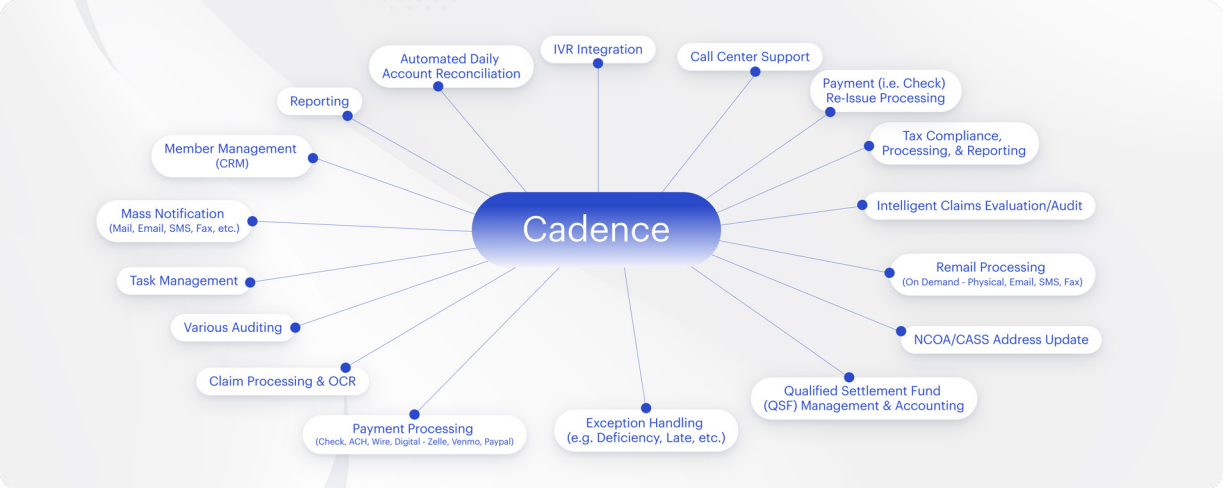
Amazon AWS (EC2, EBS, CloudWatch)
Cloud-hosted virtual servers, file storage, identity management, WAF, website hosting

DATA SECURITY

Our Technology Solutions

Cadence

Cadence™, our internally developed complex administration management tool, acts as a single centralized platform for the entire lifecycle of a project. Cadence uses security best practices including a role-based permission model, encryption at rest and in transit, and database and disk encryption. Our internal features include built-in integrated data and address augmentation (NCOA, CASS, Skip Tracing), address validation built-in, deep auditing and logging, maker/checker type validation steps and checkpoints to enforce accuracy and security, and prevent fraud and mistakes.



Case Website and Claims Portal

Cadence enables the development of claims processing websites specifically tailored for highly scalable and redundant situations using serverless, cloud-based technologies built on top of Amazon AWS. Features include login or authentication, multi-language support, milestones, document sharing, custom online claim forms, e-signature and more. Our case websites are ADA/Section 508 compliant while fully implementing security best practices. We perform encryption of all data, actively monitor and scan all incoming and outgoing data for threats both internal and external, as well as auditing and monitoring all systems for suspicious activity to ensure we are providing the highest possible protection and availability of data assets.

Malware, Fraud, & Data Protection:

Simpluris has built an extensive ecosystem using both custom in-house and off-the-shelf tools to protect our customers, class members, and business from the multitude of today's external security threats. Our highly scalable and redundant claims processing website platform has various malware and fraud prevention technologies integrated including duplicate detection and prevention, fraud prevention, and custom Real Time Claim Validation (RTCV) technology to filter prospective logins/claims based on customer-defined rules. This, in conjunction with our plethora of Gartner magic quadrant best-of-breed malware and ransomware prevention tools, ensures that data is protected whether it's processed through case websites, documents, emails, or any other transmission method. Our security specialists are trained and staffed to monitor our systems, applications, and networks 24/7 for any threats and are ready to respond at a moment's notice.

Our Team

Simpluris technology professionals include information technology administrators, security specialists, data analysts, database administrators, data engineers, developers, and web designers. They continually monitor and adapt our systems and processes according to business needs and ensure our systems are secure and stabilized against the ever-changing threat landscape, and remain current with the latest in industry best practices. In addition, we provide ongoing employee education and training to inform, test, and verify their knowledge of the latest security threats and mitigation strategies.

Simpluris' history is rooted in class action settlement administration and our management team's experiences are vast and diverse. The Simpluris executive leadership team boasts more than 100 years of experience in corporate, financial and legal administration, including:

- Executive management of the largest legal administration operation in the world that produced 200+ million notifications, 10+ million claims and $5+ billion funds disbursed per year on average.
- A few of the most notable matters our leadership team has presided over include the largest data breach responses, corporate restructures and antitrust settlement administrations in US history.
- Oversight of the largest consent orders handed down from OCC, DOJ, CFPB & FTC over the last decade.
- Fostering hundreds of client relationships with the premier government entities, law firms and financial institutions in the world.

The Executive Team

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Let’s discuss how Simpluris can solve your administration challenges.

Our focus on providing superior customer service, coupled with our experience and ability to create innovative solutions, has given Simpluris a reputation for exceptional settlement administration.

Class Action Administration

Regulatory Remediation

Mass Arbitration Administration

800-779-2104
3194-C Airport Loop Dr., Costa Mesa, CA 92626
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EXHIBIT C

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Estimate Number:	20241002-PJI-05	Prepared By:	Patrick Ivie
Estimate Date:	10/2/2024	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	12/31/2024	Email:	pivie@simpluris.com

Attorney Contact		Opposing Counsel Contact	
Attorney:	**Melissa A. LeBlanc-Mansell, Esq.**	Attorney:	
Firm:	Lawyers for Justice PC	Firm:	
Email:	m.leblanc@calljustice.com	Email:	

Case Name: ***Beshears v. Onsite Dental PAGA Settlement***

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that
(1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate; (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	192	Undeliverable Rate:	10%
Claims Rate:	n/a	Call Rate:	4%
Opt-out Rate:	n/a	Average Call Length:	4 Minutes
Language(s) for Communication	EN	Fund Distribution:	Simpluris
Reminder Mailing:	n/a	Number of Distributions:	1
Unclaimed Funds:	Escheat	State(s):	CA
Lengths of Administration:	6 Months	Tax Years:	1

Case Setup

- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	$110.00	2	$220.00
Database Manager - Initial Data Analysis	$125.00	1	$125.00
		Total:	**$345.00**

Contact Center

- Establish case-specific toll-free number and 24/7 IVR
- Assuming -minute calls

Category	Unit Value	# of Units	Total
IVR Call Center Setup	$350.00	1	$350.00
IVR Monthly Maintenance	$95.00	6 Months	$570.00
IVR (includes toll-free number charges)	$15.00	1	$15.00
		Subtotal	**$935.00**

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse Notice with award payments and tax document
- Unclaimed funds will go to the California State Controllers' Office Unclaimed Property Fund
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	$125.00	2	$250.00
Disbursement Manager - Data Validation	$90.00	2	$180.00
Setup Banking Account/QSF	$675.00	1	$675.00
QSF Monthly Maintenance	$125.00	6	$750.00
NCOA/CASS/LACS	$0.14	192	$26.88
Print & Mail Notice, Check and Tax Documents	$1.00	192	$192.00
Postage	$0.72	192	$138.24
Process Returned Checks	$0.20	20	$4.00
Skip Trace Search Undeliverable Checks	$0.12	20	$2.40
Remail Checks (Includes Postage)	$2.00	20	$40.00
Escheat Uncashed Funds	$500.00	1	$500.00
QSF Reporting and Final Declaration	$500.00	1	$500.00
Reissue Checks / Mailing	$2.50	2	$5.00
Reissue 1099s	$2.50	2	$5.00
Responding to IRS/State/Agency Inquiries	$75.00	2	$150.00
QSF Annual Tax Reporting and Reconciliation	$850.00	1	$850.00
Distribution Manager	$90.00	1	$90.00
		Total:	**$4,358.52**

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	$125.00	1	$125.00
Clerical-Clean Up Any Misc.	$45.00	1	$45.00
Project Manager-Wrap-up Final Issues	$110.00	1	$110.00
		Total:	**$280.00**

Total Estimated Cost of Administration:	**$5,919**
Less Client Courtesy Discount:	**-$3,169**
Discounted Total:	**$2,750**
Not-to-Exceed Total:	**$3,500**