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**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

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

Date: March 13, 2025
Time: 9:00 a.m.
Department: 302

Complaint Filed: September 20, 2021
Trial Date February 10, 2025

1 This matter has come before the Honorable Richard B. Ulmer in Department 302 of the Superior
2 Court of the State of California, for the County of San Francisco, on March 13, 2025 at 9:00 a.m., on
3 Plaintiff Jennara Beshears's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal.
4 Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General
5 Release Fee, and Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers *for*
6 Justice, PC appeared for Plaintiff and Seyfarth Shaw, LLP appeared for Defendants Onsite Dental, LLC,
7 Onsite Dental Administration, LLC, L. Thomas Miller D.D.S. Dental Practice, P.C., and L. Thomas
8 Miller, D.D.S. (collectively, the "Defendants") and Ernest Blackwelder and Leighton Miller (together, the
9 "Individual Defendants").

10 On or around September 24, 2024, Plaintiff and Defendants (together, the "Parties") executed the
11 Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement,"
12 or "Agreement").

13 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
14 Declarations of Plaintiff's Counsel Melissa LeBlanc-Mansell and Plaintiff Jennara Beshears, and (3) the
15 Settlement Agreement.

16 Having duly considered the Parties' papers and oral argument, and good cause appearing,

17 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

18 1. The Motion for Approval of Settlement is granted.
19 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
20 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
21 of 2004, California Labor Code § 2698, *et seq.* ("PAGA") are to the version of the statute prior to the
22 recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned
23 action and the Settlement pursuant to California Labor Code § 2699(v)(1), as amended, because the above-
24 captioned action was filed prior to June 19, 2024.

25 4. The Court finds that Plaintiff has satisfied the prerequisites under "PAGA, including, and
26 not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and
27 Defendants with notice of the specific provisions of the California Labor Code alleged to have been
28 violated, including, and not limited to, the facts and theories to support the alleged violations, in

1 conformity with California Labor Code § 2699.3(a).

2 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
3 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
4 appear in the above-captioned action (the “Action”).

5 6. The Settlement pertains to the following aggrieved employees:

6 All current and former hourly-paid or non-exempt employees who worked for Defendants in
7 the State of California during the PAGA Period. (“Aggrieved Employee(s)”).

8 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
9 negotiations.

10 8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
11 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
12 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
13 Amount shall be the Total Settlement Amount less the approved Attorneys’ Fees and Costs to Lawyers *for*
14 Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement Administration Costs
15 to Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent (75%) of the Net
16 Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-five percent (25%)
17 of the Net Settlement Amount shall be distributed to the Aggrieved Employees (“Employees’ Portion”) in
18 accordance with this Order and Judgment and the Settlement Agreement. The Total Settlement Amount is
19 \$220,000, however, pursuant to Section 3(b) of the Settlement Agreement, if
20 the actual number of Compensable Pay Periods during the period July 15, 2020 through the date of
21 approval of the Settlement is more than 5,578 Compensable Pay Periods, then, at the election of
22 Defendants, either (a) the Total Settlement Amount will increase by the percentage that the actual number
23 exceeds 5,578 Compensable Pay Periods or (b) the PAGA Period shall end on the date when the total
24 Compensable Pay Periods for the Aggrieved Employees total 5,578 Compensable Pay Periods (“Alternate
25 End Date”). Defendants have elected to end the PAGA Period on September 7, 2024 (i.e., the Alternate
26 End Date, on which date there are 5,320 Compensable Pay Periods according to Defendants), so as to
27 ensure that the total Compensable Pay Periods do not exceed 5,578 Pay Periods.

28 9. The Court has considered the Settlement, and the monetary allocations provided thereby,
and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement

1 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
2 with, this Order and Judgment and the Settlement Agreement.

3 10. The Court approves the payment of \$77,000.00 to Plaintiff's Counsel for attorneys' fees.
4 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with
5 this Order and Judgment and the Settlement Agreement.

6 11. The Court approves the payment of \$8,846.37 to Plaintiff's Counsel for reimbursement of
7 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
8 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
9 Agreement.

10 ///

11 12. The Court approves payment in the amount of \$10,000.00 to Plaintiff Jennara Beshears for
12 her General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be
13 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

14 13. The Court approves payment up to the amount of \$3,500.00 to Simpluris, Inc. for payment
15 of costs and expenses of administration of the Settlement ("Settlement Administration Costs"). This
16 amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this
17 Order and Judgment and the Settlement Agreement.

18 14. The Parties are directed to perform in accordance with the terms set forth in this Order and
19 Judgment and the Settlement Agreement.

20 15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
21 Employees; however, the Court approves the Cover Letter, attached hereto as "EXHIBIT A," and the
22 PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same
23 time that it distributes payments to Aggrieved Employees for their share of the Employees' Portion
24 ("Individual Settlement Share(s)).

25 16. Within seven (7) calendar days of the Effective Date, Defendants will provide the PAGA
26 Settlement Administrator with the Aggrieved Employees List, in accordance with this Order and Judgment
27 and the Settlement Agreement.
28

1 17. Within fourteen (14) calendar days of the Effective Date, Defendants shall deposit the Total
2 Settlement Amount into a qualified settlement account established, by the PAGA Settlement
3 Administrator for administration of the Settlement in accordance with this Order and Judgment and the
4 Settlement Agreement.

5 18. No later than fourteen (14) calendar days after the PAGA Settlement Administrator
6 receives the Aggrieved Employees List and the Total Settlement Amount, the PAGA Settlement
7 Administrator shall distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and
8 Cover Letters to all Aggrieved Employees (together, the “PAGA Settlement Package(s)”), the General
9 Release Fee to Plaintiff, the Settlement Administration Costs to itself (only after the PAGA Settlement
10 Packages have been mailed to all Aggrieved Employees), the Attorneys’ Fees and Costs to Plaintiff’s
11 Counsel (unless instructed otherwise by Plaintiff’s Counsel), as provided for by this Order and Judgment
12 and the Settlement Agreement.

13 19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
14 and negotiable for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds
15 associated with such canceled checks shall be transmitted by the PAGA Settlement Administrator to the
16 California State Controller’s Office Unclaimed Property Division, in the name of each Aggrieved
17 Employee whose check is canceled and in the amount(s) of their respective Individual Settlement Share(s).

18 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.
19 Upon the date of entry of this Order and Judgment and full funding of the Total Settlement Amount, and
20 except as to the rights and obligations created by the Settlement Agreement, Plaintiff, on behalf of herself
21 and as a private attorney general acting on behalf of the State of California with respect to Aggrieved
22 Employees, will be deemed to have knowingly and voluntarily released and forever discharged Released
23 Parties, to the full extent permitted by law, of and from the Action and from the Released Claims.

24 21. “Released Parties” means Defendants, including Defendants’ parent companies, affiliates,
25 subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former
26 employees, attorneys, officers, directors and agents thereof, Ernest Blackwelder and Leighton Miller, both
27 individually and in their business capacities, and their employee benefit plans and programs and the trustees,
28 administrators, fiduciaries and insurers of such plans and programs.

1 22. “Released Claims” means any and all claims, arising during the PAGA Period, for civil
2 penalties under California Labor Code section 2698, *et seq.* as well as any interest, fees, and costs
3 available under PAGA, based on the factual allegations in the Operative Complaint, including but not
4 limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal
5 periods and associated premiums, failure to provide compliant rest periods and associated premiums,
6 failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to
7 provide compliant and accurate wage statements, failure to maintain complete and accurate payroll
8 records, and failure to reimburse necessary business-related expenses and costs, in violation of California
9 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,
10 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including *inter*
11 *alia*, Wage Order 4-2001, irrespective of theory of recovery.

12 23. “PAGA Period” means the period from July 15, 2020 through the date of approval of the
13 Settlement or, if applicable, the Alternate End Date.

14 24. No individualized notice of this Order and Judgment is required to be provided to the
15 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
16 system established for the filing of notices and documents, in conformity with California Labor Code §
17 2699(1)(3).

18
19
20 Date: _____

Honorable Richard B. Ulmer
Judge of the Superior Court

EXHIBIT A

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].