

ANDREW J. HOAG, SBN 283130
E-Mail ahoag@fisherphillips.com
SOO Y. PARK, SBN 271935
E-Mail spark@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

Attorneys for Defendant
SAEKYU OH, DMD, DENTAL CORP.

Kane Moon, SBN 249834
E-Mail kane.moon@moonyanglaw.com
Allen Feghali, SBN 301080
E-Mail allen.feghali@moonyanglaw.com
Jacquelyne VanEmmerik, SBN 339338
E-Mail jacquelyne.vanemmerik@moonyanglaw.com
MOON & YANG, APC
1055 West Seventh Street, Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile (23) 232-3125

Attorneys for Plaintiff
ARACELI RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

ARACELI RODRIGUEZ, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

SAEKYU OH, DMD, DENTAL CORP., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

CASE NO.: BCV-21-101542-TSC
[Unlimited Jurisdiction]

JOINT STIPULATION OF SETTLEMENT

*Assigned for all purposes to the
Honorable Thomas S. Clark, Dept. 17*

Complaint Filed: July 7, 2021
Trial Date: TBD

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval
2 of the Court and pursuant to the California Rules of Court, that the Settlement of this Action shall
3 be effectuated upon and subject to the following terms and conditions. Capitalized terms used
4 herein shall have the meanings set forth in Article I or as defined elsewhere in this Joint
5 Stipulation of Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Araceli Rodriguez (“Named
7 Plaintiff”) and the Class Members, on the one hand, and Defendant Saekyu Oh, DMD, Dental
8 Corp. (“Oh” or “Defendant”), on the other hand. Named Plaintiff and Defendant collectively are
9 referred to in this Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Four Hundred Fifty
12 Thousand Dollars (\$450,000) as provided in Section 3.06(a) below (“Gross Settlement Amount”)
13 pursuant to the terms and conditions of this Agreement and for the consideration set forth herein,
14 including but not limited to, a release of all claims by Named Plaintiff and the Class Members as
15 set forth herein.

16 **ARTICLE I**

17 **DEFINITIONS**

18 Unless otherwise defined herein, the following terms used in this Agreement shall have
19 the meanings ascribed to them as set forth below:

20 a. “Action” means the action described as follows: *Araceli Rodriguez, individually,*
21 *and on behalf of all others similarly situated, v. Saekyu Oh, DMD, Dental Corp.* and DOES 1
22 through 10, inclusive,” Case No. BCV-21-101542, commenced on July 7, 2021, in the Superior
23 Court of the State of California for the County of Kern.

24 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
25 Exhibit(s).

26 c. “Class” means all persons who worked for Defendant in California as an hourly-
27 paid, non-exempt employee at any time during the Class Period.
28

1 d. "Class Counsel" means the attorneys for the Class and the Class Members, who
2 are:

3 MOON & YANG, APC
4 Kane Moon, SBN 249834
5 Allen Feghali, SBN 301080
6 Jacquelyne VanEmmerik, SBN 339338
7 1055 West Seventh Street, Suite 1880
8 Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile (23) 232-3125
Email: kane.moon@moonyanglaw.com
Email: allen.feghali@moonyanglaw.com
Email: Jacquelyne.vanemmerik@moonyanglaw.com

9 e. "Class List" means a list based on Defendant's business records that identifies
10 each Class Member's name, last known home or mailing address, Social Security number or, as
11 applicable, other taxpayer identification number, dates of employment, and the number of
12 Qualifying Workweeks worked during the Class Period.

13 f. "Class Member(s)" means all members of the Class.

14 g. "Class Period" means July 7, 2017 through the date that the Court enters the order
15 granting preliminary approval.

16 h. "Court" means the California Superior Court for the County of Kern, where the
17 Action is currently pending.

18 i. "Defendant" means Defendant Saekyu Oh, DMD, Dental Corp.

19 j. "Defense Counsel" means counsel for Defendant:

20
21 FISHER & PHILLIPS LLP
22 Andrew J. Hoag
23 Soo Y. Park
24 444 South Flower Street, Suite 1500
25 Los Angeles, California 90071
26 Telephone: (213) 330-4500
27 Facsimile: (213) 330-4501
28 Email: ahoag@fisherphillips.com
Email: spark@fisherphillips.com

1 k. "Disposition" means the method by which the Court approves the terms of the
2 Settlement and retains jurisdiction over its enforcement, implementation, construction,
3 administration, and interpretation.

4 l. "Effective Date" means the later of the following: (a) the Court's final approval
5 of the settlement, if no objections by or on behalf of the Class Members are filed and not
6 withdrawn; (b) the time for appeal expires if an objection is filed and no appeal is filed or
7 withdrawn; or (c) the final resolution of any appeal filed.

8 m. "Final Order Approving Settlement of Class Action" or "Final Order" means the
9 final formal court order signed by the Court following the Final Fairness and Approval Hearing
10 in accordance with the terms herein, approving this Agreement.

11 n. "Gross Settlement Amount" means Four Hundred Fifty Thousand Dollars
12 (\$450,000.00) to be paid by Defendant within thirty (30) days of the Effective Date, as provided
13 by this Agreement to settle this Action. All claims of the Class and all administration costs,
14 attorney's fees and costs, and Incentive Awards, pursuant to Section 3.06(a) below, shall be paid
15 out of the Gross Settlement Amount. The employer's share of payroll taxes arising from the
16 payments made under this settlement shall be paid by Defendant separate from and in addition
17 to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase
18 pursuant to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to
19 Defendant.

20 o. "Incentive Award" means a monetary amount of up to Ten Thousand Dollars
21 (\$10,000.00) for the Named Plaintiff, subject to Court approval, in recognition of her effort and
22 work in prosecuting the Action on behalf of Class Members, and for their general release of
23 claims.

24 p. "Individual Settlement Payment(s)" means each Participating Class Member's
25 respective share of the Net Settlement Amount. Individual Settlement Payments will be
26 determined by the calculations provided in this Agreement.

27 q. "LWDA" means The State of California Labor and Workforce Development
28 Agency.

1 r. “LWDA Payment” means 75% of the Forty-Five Thousand Dollars (\$45,000)
2 allocated to the settlement of PAGA claims which, subject to Court approval, will be paid to the
3 LWDA pursuant to Section 3.06(e) of this Agreement, as provided for below.

4 s. “Motion for Final Approval” means Plaintiff’s submission of a written motion,
5 including any evidence as may be required for the Court to conduct an inquiry into the fairness
6 of the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval
7 Hearing, and to enter a Final Order in this Action.

8 t. “Motion for Preliminary Approval” means Plaintiff’s submission of a written
9 motion, including any evidence as may be required for the Court to grant preliminary approval
10 of the Settlement as required by Rule 3.769 of the California Rules of Court.

11 u. “Named Plaintiff” means Araceli Rodriguez.

12 v. “Net Settlement Amount” means the Gross Settlement Amount less Court-
13 approved administration costs, Class Counsels’ attorney’s fees and costs, the Incentive Award,
14 and LWDA Payment, pursuant to Section 3.06(a)-(f) below.

15 w. “Non-Participating Class Member(s)” means any Class Member(s) who submit
16 to the Settlement Administrator a valid and timely written request to be excluded from the Class
17 pursuant to Section 3.04(b) below.

18 x. “Notice Packet” means the Notice of Proposed Class Action Settlement in a form
19 substantially like the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

20 y. “PAGA” means the California Private Attorneys General Act of 2004, which is
21 codified in California Labor Code §§ 2698, *et seq.*

22 z. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
23 allocated to the resolution of PAGA Group Members’ claims arising under the PAGA. The
24 Parties have agreed that the PAGA Settlement Amount is Forty-Five Thousand Dollars
25 (\$45,000), subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered
26 the LWDA Payment, and the remaining 25% will be added to the Net Settlement Amount and
27 distributed to PAGA Group Members.
28

1 aa. “PAGA Group Members” means all Class Members employed by Defendant at
2 any time between July 7, 2020, through the date that the Court enters the order granting
3 preliminary approval. (“PAGA Period”).

4 bb. “Participating Class Member(s)” is defined as a Class Member who does not
5 timely exclude himself or herself from the Settlement and will therefore receive his or her share
6 of the Net Settlement Amount automatically without the need to return a claim form. Each
7 Participating Class Member will be paid his/her Individual Settlement Payment.

8 cc. “Preliminary Approval Date” means the date the Court preliminarily approves the
9 Settlement embodied in this Agreement.

10 dd. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of
11 Treasury Regulation § 1.468B-1, 26 CFR §§ 1.468B-1, *et seq.*, that is established by the
12 Settlement Administrator for the benefit of Participating Class Members.

13 ee. “Qualifying Workweeks” means the number of weeks that Class Members
14 worked for Defendant as non-exempt employees during the Class Period.

15 ff. “Released Parties” means Defendant and its past and present officers, directors,
16 shareholders, unit holders, managers, employees, agents, principals, heirs, representatives,
17 accountants, auditors, consultants, and its respective successors and predecessors in interest,
18 subsidiaries, affiliates, parents, and attorneys.

19 gg. “Response Deadline” means the deadline by which Class Members must
20 postmark or fax to the Settlement Administrator requests for exclusion or written notices of
21 objection. The Response Deadline will be sixty (60) calendar days after the initial mailing of the
22 Notice Packet by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a
23 Sunday or federal holiday, in which case the Response Deadline will be extended to the next day
24 on which the U.S. Postal Service is open. The Response Deadline will be extended as set forth
25 herein if there is a re-mailing.

26 hh. “Settlement Administration Costs” means all costs incurred by the Settlement
27 Administrator in administration of the Settlement, including, but not limited to, mailing of notice
28 to the class, calculation of Individual Settlement Payments, generation of Individual Settlement

1 Payment checks and related tax reporting forms, administration of unclaimed checks, and
2 generation of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for her
3 Incentive Award, and to the LWDA. The Settlement Administration Costs shall be paid from the
4 Gross Settlement Amount.

5 ii. "Settlement Administrator" means ILYM Group, Inc., which the Parties have
6 agreed will be responsible for the administration of the Individual Settlement Payments to be
7 made by Defendant from the Gross Settlement Amount and related matters under this
8 Agreement.

9 **ARTICLE II**

10 **CONTINGENT NATURE OF THE AGREEMENT**

11 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

12 Because the Parties have stipulated to the certification of the Class with respect to all
13 causes of action alleged in the Action for settlement purposes only, this Agreement requires
14 preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement
15 on a conditional basis. This Agreement is contingent upon the preliminary and final class action
16 settlement approval from the Court. If the Effective Date does not occur, the fact that the Parties
17 were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on,
18 nor be admissible in connection with, the issue of certification of the Class with respect to any
19 causes of action alleged in the Action. Defendant does not consent to certification of the Class
20 for any purpose other than to effectuate settlement of the Action. If the Effective Date does not
21 occur, or if Disposition of this Action is not effectuated, any certification of the Class as to
22 Defendant will be vacated and Named Plaintiff, Defendant, and the Class will be returned to their
23 positions with respect to the Action as if the Agreement had not been entered. In the event that
24 the Effective Date does not occur: (a) any Court orders preliminarily or finally approving
25 certification of any class contemplated by this Agreement shall be null, void, and vacated, and
26 shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement
27 reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class
28 under this Agreement, or that the Court preliminarily approved the certification of the Class, shall

not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Effective Date does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in the Action for any purpose if the Effective Date does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not grant the Motion for Preliminary Approval or the Motion for Final Approval, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek the assistance of mediator Steve Rottman, Esq. to resolve the dispute.

ARTICLE III

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

Section 3.01: Motion for Conditional Class Certification and Preliminary Approval

Named Plaintiff will bring a motion before the Court for an order conditionally certifying the Class to include all claims pled in the Action based on the preliminary approval of this Agreement. The date that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval Date."

Section 3.02: The Settlement Administrator

The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the Settlement Administrator, including but not limited to distributing and responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks and distributing them to Participating Class Members, establishing and

maintaining the QSF, and issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award check to Named Plaintiff, the LWDA Payment, and the employer payroll taxes to the appropriate taxing authorities. The Settlement Administrator shall expressly agree to all the terms and conditions of this Agreement.

All costs of administering the Settlement, including but not limited to all costs and fees associated with preparing, issuing and mailing any and all notices to Class Members and/or Participating Class Members, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other checks, notices, reports, or filings to be prepared in the course of administering disbursements from the Net Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement ("Settlement Administration Costs"), shall be paid to the Settlement Administrator from the Gross Settlement Amount.

Section 3.03: Notice to Class Members

No later than thirty (30) days after the Preliminary Approval Date, Defendant will provide the Settlement Administrator with a "Class List" in electronic format based on its business records, identifying the names of the Class Members, their last known home addresses, Social Security numbers or, as applicable, other taxpayer identification number, their dates of employment and weeks worked during the Class Period.

Within ten (10) business days of receiving a Class List from Defendant, the Settlement Administrator will send Class Members, by first-class mail, at their last known address, the Court approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the Settlement Administrator will check all Class Member addresses against the National Change of Address database and shall update any addresses before mailing. The

1 Settlement Administrator will skip trace and re-mail all returned, undelivered mail within five
2 (5) days of receiving notice that a Notice Packet was undeliverable. If a Class Member's notice
3 is re-mailed, the Class Member shall have fifteen (15) calendar days from the re-mailing, or sixty
4 (60) calendar days from the date of the initial mailing, whichever is later, in which to postmark
5 objections or requests for exclusion. Class Members are not required to submit claim forms to
6 receive a proportional share of the Net Settlement Amount.

7 If the Notice Packet is returned with a forwarding address, the Settlement Administrator
8 shall re-mail the Notice Packet to the forwarding address. With respect to those Class Members
9 whose Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
10 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
11 or mass search on LexisNexis or comparable databases based on set criteria and, if another
12 address is identified, shall mail the Notice Packet to the newly identified address. It is the intent
13 of the Parties that the Settlement Administrator use reasonable means to locate Class Members
14 and use discretion to take steps to facilitate notice of the Settlement and delivery of the Individual
15 Settlement Payments to all Participating Class Members.

16 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own
17 records and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part
18 of a weekly status report provided to the Parties.

19 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar
20 days after the Notice Packet was initially mailed, the Settlement Administrator will not mail the
21 Class Member's Individual Settlement Payment. The Settlement Administrator will hold the
22 Class Member's Individual Settlement Payment during the check cashing period on behalf of the
23 Class Member. If at the conclusion of the check cashing period the Class Member's Notice Packet
24 and Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the
25 Settlement Administrator will distribute the funds from unclaimed/uncashed checks in
26 accordance with the procedures set forth in Section 3.06(g) below.

27 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing,
28 the Settlement Administrator shall provide Defense Counsel and Class Counsel with a

1 declaration attesting to completion of the notice process, including any attempts to obtain valid
2 mailing addresses for and re-sending of any returned Notice Packets, as well as the number of
3 valid requests for exclusion and objections that the Settlement Administrator received.

4 **Section 3.04: Responses to Notice**

5 **a. Class Member Disputes**

6 If any Class Member disagrees with Defendant's records as to the Class Member's
7 Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class
8 Member shall set forth in writing the Qualifying Workweeks the Class Member claims to have
9 worked during the Class Period and submit such writing to the Settlement Administrator by the
10 Response Deadline, along with any supporting documentation. The Notice will also provide a
11 method for the Class Member to challenge the employment data on which his or her Individual
12 Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding
13 the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve
14 the dispute, the Settlement Administrator is the final arbiter of the Qualifying Workweeks for
15 each Class Member during the Class Period based on information provided by the Class Member
16 and Defendant.

17 **b. Requests for Exclusion from Class**

18 Valid exclusion of a Class Member from the Class and Settlement (i.e., to validly opt
19 out), the Class Member or the Class Member's authorized representative must send the
20 Settlement Administrator a written request for exclusion signed by the Class Member or the Class
21 Member's authorized representative, postmarked no later than the Response Deadline (or fifteen
22 (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever
23 is later). The Notice Packet shall contain instructions on how to validly exclude the Class Member
24 from the Class and this Settlement (i.e., opt out), including the language to be used in a request
25 for exclusion. The date of the initial mailing of the Notice Packet, and the date the signed request
26 for exclusion is postmarked, shall be conclusively determined according to the records of the
27 Settlement Administrator. Any Class Member who timely and validly requests exclusion from
28 the Class and this Settlement is not entitled to any Individual Settlement Payment, is not bound

1 by the terms and conditions of this Agreement, and does not have any right to object, appeal, or
2 comment thereon.

3 Any Class Member who fails to timely submit a request for exclusion is automatically a
4 Class Member whose rights and claims with respect to the issues raised in the Action are
5 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
6 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the
7 Action and/or released in this Agreement are extinguished.

8 **c. Objections to Settlement**

9 For any Class Member to object to this Agreement, or any term of it, the person making
10 the objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to
11 the Settlement Administrator, postmarked or faxed no later than the Response Deadline (or
12 fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member,
13 whichever is later), a written statement of the grounds of objection, signed by the objecting Class
14 Member or the Class Member's attorney, along with all supporting papers. The date of the initial
15 mailing of the Notice Packet, and the date the signed objection was postmarked, shall be
16 conclusively determined according to the records of the Settlement Administrator. The
17 Settlement Administrator shall send any objections it receives to Defense Counsel and Class
18 Counsel within three (3) business days of receipt. Class Members may also appear at the final
19 approval hearing to object. The Court retains final authority with respect to the consideration and
20 admissibility of any Class Member objections.

21 **d. Encouragement of Class Members**

22 The Parties to this Agreement and the counsel representing such Parties shall not, directly
23 or indirectly, through any person, encourage or solicit any Class Member to exclude him or
24 herself from this Settlement (opt out), or to object to it. Class Counsel may respond to inquiries
25 from Class Members.

26 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

27 Defendant has estimated the number of Class Members as 376 and the number of
28 workweeks as 25,139. If the number of Class Members or workweeks increases by more than

1 10% as of the end of the Class Period, then the Gross Settlement Amount will include a
2 proportional pro rata adjustment for any workweeks more than the 10% (i.e., if there is a 12%
3 increase in the number of workweeks during the Class Period, Defendant would increase the
4 Gross Settlement Amount by 2%; or cap the Class Period as to the date that the number of
5 workweeks during the Class Period exceeds the 10% estimate).

6 **f. Right of Defendant to Withdraw**

7 If 5% or more of the Class Members exercise their rights to exclude themselves and opt
8 out, Defendant may, in its sole discretion, unilaterally withdraw from and terminate the
9 Settlement. In the event of Defendant's withdraw, neither Plaintiff nor Defendant may, for any
10 reason, use the fact that the Parties agreed to resolution. If Defendant withdraws from the
11 Settlement, Defendant shall pay the incurred administration costs as of the date of the voiding of
12 this Agreement, in addition to the costs associated with notifying the Class Members.

13 **Section 3.05: Final Fairness and Approval Hearing**

14 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
15 Fairness and Approval Hearing shall be held before the Court to (1) review this Agreement and
16 determine whether the Court should give it final approval, and (2) consider any objections made
17 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing,
18 the Parties shall ask the Court to grant final approval to this Agreement and shall submit to the
19 Court a Proposed Final Order Approving Settlement of Class Action.

20 **Section 3.06: Settlement Payment Procedures**

21 **a. Settlement Amount**

22 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay
23 the Gross Settlement Amount in the amount of Four Hundred Fifty Thousand Dollars (\$450,000),
24 subject to a pro rata increase under the condition set forth in Section 3.04(e). The Gross
25 Settlement Amount includes all Individual Settlement Amounts to Participating Class Members,
26 all administration costs, Class Counsel's attorney's fees and costs, the PAGA Settlement
27 Amount, and the Incentive Award.
28

1 Within thirty (30) calendar days of the Effective Date, Defendant shall transfer the Gross
2 Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth herein,
3 into a QSF established by the Settlement Administrator either directly or by sending the funds to
4 the Settlement Administer for deposit and distribution. The Settlement Administrator will use
5 these funds to fund payment of the Individual Settlement Payments to Participating Class
6 Members, Class Counsel's attorneys' fees and costs, the Incentive Award, the LWDA Payment,
7 and the Settlement Administration Costs.

8 Within ten (10) court days after receiving Defendants' final payment, funding the Gross
9 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement
10 Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA
11 Payment, the Incentive Awards, and employer and employee tax withholdings applicable to the
12 Net Settlement Amount allocated to wages. Prior to this distribution, the Settlement
13 Administrator will perform a search based on the National Change of Address Database to update
14 and correct for any known or identifiable address changes.

15 **b. Payment of Attorneys' Fees and Costs**

16 Class Counsel shall apply for an award of attorneys' fees of up to one-third of the Gross
17 Settlement Amount, which, based on the current Gross Settlement Amount, is One Hundred Fifty
18 Thousand Dollars (\$150,000). Class Counsel shall apply for an award of costs not to exceed
19 Fifteen Thousand Dollars (\$15,000). Such application for attorneys' fees and costs shall be heard
20 by the Court at the Final Fairness and Approval Hearing. Defendant shall not object to or oppose
21 any such application in these amounts. Class Counsel shall serve Defendant with copies of all
22 documents submitted in support of their application for an award of attorneys' fees and costs.

23 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from
24 the Gross Settlement Amount and shall not constitute payment to any Class Members. The
25 attorneys' fees and costs for Class Counsel approved by the Court shall encompass all work
26 performed, costs, and expenses related to the investigation, prosecution, and settlement of the
27 Action incurred through the Effective Date. To the extent that the Court approves less than the
28

1 amount of attorney's fees or costs that Class Counsel requests, the difference between the
2 requested and awarded amounts will be reallocated to the Net Settlement Amount.

3 **c. Payment of Settlement Administration Costs**

4 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount
5 and shall not constitute payment to any Participating Class Member(s). The amount shall not
6 exceed \$10,000.00.

7 **d. Payment of Incentive Award to Named Plaintiff**

8 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to
9 Ten Thousand Dollars (\$10,000), the request for which Defendant will not object to or oppose.
10 The Incentive Awards shall be paid out of the Gross Settlement Amount and shall not constitute
11 payment to any Participating Class Members other than Named Plaintiff. To the extent that the
12 Court approves less than the amount of incentive award that Class Counsel request, the difference
13 between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

14 Because it is the intent of the Parties that the Incentive Award represents payment to
15 Named Plaintiff for her service to the Class Members, and not wages, the Settlement
16 Administrator will not withhold any taxes from the Incentive Awards. The Incentive Awards will
17 be reported on a Form 1099, which the Settlement Administrator will provide to Named Plaintiff
18 and to the pertinent taxing authorities as required by law.

19 **e. Payment to the Labor and Workforce Development Agency**

20 In consideration of claims made under PAGA, Class Counsel will request that the Court
21 approve allocation of Forty-Five Thousand Dollars (\$45,000) of the Gross Settlement Amount
22 to these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor
23 and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will
24 be paid to the Net Settlement Amount for distribution to PAGA Group Members. Defendant will
25 not oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross
26 Settlement Amount. The Court's adjustment, if any, of the amount allocated to Named Plaintiff's
27 PAGA claim in the Action, will not invalidate this Agreement, or affect the Gross Settlement
28 Amount.

1 **f. Payment of Individual Settlement Payments to Participating Class**
2 **Members**

3 The Parties agree that the Net Settlement Amount shall be used to fund Individual
4 Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between
5 all Participating Class Members in proportion to the number of individual Qualifying Workweeks
6 for each Class Member. To calculate the minimum amount that each Class Member will receive
7 based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by
8 the total number of Qualifying Workweeks by all Class Members during the Class Period and
9 then allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole
10 integer. Each Class Member's approximate Individual Settlement Payment amount will be
11 included in his or her Notice Packet. After final approval by the Court, the Net Settlement
12 Amount will be dispersed to Participating Class Members (those who did not exclude
13 themselves) on a pro rata basis based on the individual Qualifying Workweeks worked during
14 the Class Period by each Participating Class Member.

15 Each Individual Settlement Payment will represent wages and penalties allocated using
16 the following formula: 33 1/3% allocated to penalties; 33 1/3% allocated to wages; and 33 1/3%
17 allocated to interest. Defendant will be responsible for the employer's share of payroll taxes on
18 the wages portion of the settlement fund, separate and apart from the Fund. The amounts paid as
19 wages shall be subject to all tax withholdings customarily made from an employee's wages and
20 all other authorized and required withholdings and shall be reported by W-2 forms. The
21 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount.
22 The amounts paid as penalties and interest shall be subject to all authorized and required
23 withholdings other than the tax withholdings customarily made from employees' wages and shall
24 be reported by IRS 1099 forms.

25 No later than ten (10) business days after receiving the Gross Settlement Amount from
26 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
27 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from
28 the Net Settlement Amount allocated to wages will be reduced by applicable employer and

1 employee tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage
2 portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form
3 1099 to the extent required by law for the interest and penalty portions of the Individual
4 Settlement Payments. Participating Class Members shall have 180 days from the date their
5 Individual Settlement Payment checks are dated to cash their Settlement checks. Any checks that
6 are not cashed upon the expiration of that 180-day period are void, and uncashed funds paid to
7 the State Controller Unclaimed Property Fund in the name of the Class Member for whom the
8 funds are designated.

9 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
10 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
11 or a mass search on LexisNexis or comparable database based on set criteria and, if another
12 address is identified, the Settlement Administrator shall mail the check to the newly identified
13 address. If the Settlement Administrator is unable to obtain a valid mailing address through this
14 process, the Settlement Administrator will tender the funds from the undeliverable checks to the
15 State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds
16 are designated.

17 **g. Default on Payment.**

18 Defendant's failure to fund the Gross Settlement Amount within sixty (60) calendar days
19 after the date that the Court grants final approval of the Settlement shall be considered a default.
20 In the event Defendant fails to timely fund the Gross Settlement Amount, the Settlement
21 Administrator will provide notice to Class Counsel and Defendant's counsel within three (3)
22 business days of the missed payment. Thereafter, Defendant will have seven (7) days to cure the
23 default and tender payment to the Settlement Administrator. In the event Defendant fails to cure
24 the default within the times set forth herein, Named Plaintiff may elect to enter judgment against
25 Defendant, on an ex parte basis, for the balance of the unpaid Gross Settlement Amount to date,
26 and Named Plaintiff is entitled to interest at ten percent (10%) per year from the due date for
27 such payment and reasonable attorneys' fees and costs.

28 **h. No Credit Toward Benefit Plans.**

1 The Individual Settlement Payments made to Participating Class Members under this
2 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized
3 to calculate any additional benefits under any benefit plans to which any Class Members may be
4 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock
5 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather,
6 it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts
7 to which any Class Members may be entitled under any benefit plans.

8 **ARTICLE IV**

9 **LIMITATIONS ON USE OF THIS SETTLEMENT**

10 **Section 4.01: No Admission**

11 Defendant disputes the allegations in the Action and disputes that, but for this Settlement,
12 a Class should not have been certified in the Action. This Agreement is entered into solely for
13 the purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
14 construed as an admission of liability or wrongdoing by Defendant.

15 **Section 4.02: Non-Evidentiary Use**

16 Whether or not the Effective Date occurs, neither this Agreement, nor any of its terms,
17 nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received
18 as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released
19 Parties, including but not limited to, evidence of a presumption, concession, indication, or
20 admission by any of the Released Parties of any liability, fault, wrongdoing, omission,
21 concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the
22 Released Parties in any further proceeding in the Action, except for the purposes of effectuating
23 the Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has
24 resolved any of his or her claims released through this Agreement.

25 **Section 4.03: Nullification**

26 The Parties have agreed to the certification of the Class encompassing all claims alleged
27 in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any
28 reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to

1 approve this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or
2 (d) the Final Order is reversed, or declared or rendered void, or (e) the Court should for any
3 reason fail to dispose of the Action in its entirety, then (i) this Agreement is null and void;
4 (ii) neither this Agreement nor any of the related negotiations or proceedings are of any force or
5 effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if
6 the Agreement never existed and was never filed with the Court; and (iv) the fact that the Parties
7 were willing to stipulate to class certification of all causes of action pled in the Action as part of
8 the Settlement will have no bearing on, and is not admissible in connection with, the issue of
9 whether the Class should be certified by the Court in a non-settlement context in this Action or
10 any other action, and in any of those events, Defendant expressly reserves the right to oppose
11 certification of the Class.

12 In the event of a timely appeal from the Final Order, the Final Order shall stay, and the
13 Gross Settlement Amount not distributed pending the completion of the appeal.

14 **Section 4.04: Confidentiality and Non-Publicity Provision**

15 The Parties and their attorneys shall keep the settlement confidential through preliminary
16 approval, except for purposes of enforcement. No Party will issue any press release nor other
17 public or non-public representation regarding the settlement at any time, other than as necessary
18 to obtain Court approval and effectuate the terms of the settlement. The Parties and their counsel
19 agree that they will not initiate or have any contact with the press, respond to any press inquiry,
20 or have any communication with the press about this case. Nothing in this clause shall prevent
21 counsel from responding to Class Members who reach out for explanations about the terms of
22 the Settlement in this Action. For the limited purpose of allowing Plaintiff's Counsel to argue
23 adequacy as counsel in other actions or for purposes of seeking approval of an unrelated
24 settlement, Plaintiff's Counsel may refer to any information in the public record regarding this
25 settlement for such purposes.

1 **ARTICLE V**

2 **RELEASES**

3 **Section 5.01: Released Claims by Class Members**

4 Upon the date Defendant transfers the Gross Settlement Amount to the Settlement
5 Administrator, Named Plaintiff and Participating Class Members who do not opt out of the
6 Settlement, release the Released Parties from any and all claims, demands, rights, liabilities, and
7 causes of action alleged or that could have been alleged in Named Plaintiff's Operative
8 Complaint based on the facts alleged, which arose during the Class Period, including but not
9 limited to (1) failure to pay minimum and regular-rate wages; (2) failure to pay overtime or
10 double time wages; (3) failure to provide meal periods; (4) failure to authorize or permit rest
11 periods (5) failure to timely pay final wages at termination; (6) failure to provide accurate
12 itemized wage statements; (7) unfair business practices; and (8) any claims asserted under the
13 Private Attorneys General Act, based on the preceding claims ("Released Claims").

14 **Section 5.02: Released Claims by PAGA Group Members**

15 Upon the date Defendant transfers the Gross Settlement Amount to the Settlement
16 Administrator, the State of California and PAGA Group Members release the Released Parties
17 from all claims exhausted in Plaintiff's notices sent to the LWDA and alleged in the Operative
18 Complaint, which arose during the PAGA Period, regardless of whether PAGA Group Members
19 opt out of the Class Settlement.

20 **Section 5.03: Named Plaintiff's Release of Unknown Claims**

21 Upon the date Defendant transfers the Gross Settlement Amount to the Settlement
22 Administrator, Named Plaintiff, waives, releases, acquits, and forever discharges the Released
23 Parties from any and all claims, demands, rights, liabilities, and causes of action, of any nature
24 arising from Named Plaintiff's employment with Defendant, whether known or unknown, which
25 exist or may exist as of the Parties' execution of this Agreement, except as prohibited by law,
26 such as claims for workers' compensation benefits.

27 Section 1542 of the California Civil Code provides as follows:
28

1 *“A general release does not extend to claims that the creditor or*
2 *releasing party does not know or suspect to exist in his or her favor at*
3 *the time of executing the release and that, if known by him or her,*
4 *would have materially affected his or her settlement with the debtor*
5 *or released party.”*

6 Plaintiff’s general release provided herein is made with an express waiver and
7 relinquishment of any claim, right, or benefit under California Civil Code section 1542.

8 **ARTICLE VI**

9 **MISCELLANEOUS PROVISIONS**

10 **Section 6.01: Amendments or Modification**

11 The terms and provisions of this Agreement may be amended or modified only by an
12 express written agreement that is signed by all the Parties (or their successors-in-interest) and
13 their counsel.

14 **Section 6.02: Assignment**

15 None of the rights, commitments, or obligations recognized under this Agreement may
16 be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express
17 written consent of each other Party and their respective counsel. The representations, warranties,
18 covenants, and agreements contained in this Agreement are for the sole benefit of the Parties
19 under this Agreement and shall not be construed to confer any right or to avail any remedy to
20 any other person.

21 **Section 6.03: Governing Law**

22 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
23 shall be determined, in accordance with the laws of the State of California, without regard to
24 conflicts of laws.

25 **Section 6.04: Entire Agreement**

26 This Agreement, including the Exhibits referred to herein, which form an integral part
27 hereof, contains the entire understanding of the Parties with respect to the subject matter
28 contained herein. In case of any conflict between text contained in Articles I through VI of this

1 Agreement and text contained in the Exhibits to this Agreement, the former (i.e., Articles I
2 through VI) control, unless the Exhibits are changed by or in response to court order. There are
3 no restrictions, promises, representations, warranties, covenants, or undertakings governing the
4 subject matter of this Agreement other than those expressly set forth or referred to herein. This
5 Agreement supersedes all prior agreements and understandings among the Parties with respect
6 to the settlement of the Action, including correspondence between Class Counsel and Defense
7 Counsel and drafts of prior agreements or proposals.

8 **Section 6.05: Waiver of Compliance**

9 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
10 obligation, covenant, agreement, or condition set forth in this Agreement is expressly waivable
11 in writing, to the extent permitted under applicable law, by the Party or Parties and their
12 respective counsel entitled to the benefit of such obligation, covenant, agreement, or condition.
13 A waiver or failure to insist upon strict compliance with any representation, warranty, covenant,
14 agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any
15 subsequent or other failure.

16 **Section 6.06: Counterparts and Fax/PDF Signatures**

17 This Agreement, and any amendments hereto, may be executed in any number of
18 counterparts and any Party or their respective counsel may execute any such counterpart, each of
19 which when executed and delivered shall be deemed to be an original. All counterparts taken
20 together shall constitute one instrument. A fax or .pdf signature on this Agreement is as valid as
21 an original signature.

22 **Section 6.07: Meet and Confer Regarding Disputes**

23 Should any dispute arise among the Parties or their respective counsel regarding the
24 implementation or interpretation of this Agreement, a representative of Class Counsel and a
25 representative of Defense Counsel shall meet and confer to attempt resolution of such disputes
26 prior to submitting such disputes to the Court.

1 **Section 6.08: Agreement Binding on Successors**

2 This Agreement is binding upon, and inures to the benefit of, the successors in interest of
3 each of the Parties.

4 **Section 6.09: Cooperation in Drafting**

5 The Parties have cooperated in the negotiation and preparation of this Agreement. This
6 Agreement will not be construed against any Party on the basis that the Party, or the Party's
7 counsel, was the drafter or participated in the drafting of this Agreement.

8 **Section 6.10: Fair and Reasonable Settlement**

9 The Parties believe that this Agreement reflects a fair, reasonable, and adequate
10 settlement of the Action and have arrived at this Agreement through arm's-length negotiation
11 and in the context of adversarial litigation, accounting for all relevant factors, current and
12 potential. The Parties further believe that the Settlement is and is consistent with public policy,
13 and fully complies with applicable law.

14 **Section 6.11: Headings**

15 The descriptive heading of any section or paragraph of this Agreement is for convenience
16 of reference only and does not constitute a part of this Agreement and shall not be considered in
17 interpreting this Agreement.

18 **Section 6.12: Notice**

19 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
20 communications under this Agreement must be in writing and addressed as follows:

21 *To Named Plaintiff and the Class:*

22 MOON & YANG, APC
23 Kane Moon, SBN 249834
24 Allen Feghali, SBN 301080
25 Jacquelyne VanEmmerik, SBN 339338
26 1055 West Seventh Street, Suite 1880
27 Los Angeles, California 90017
28 Telephone: (213) 232-3128
 Facsimile (213) 232-3125

 And

To Defendant:

Andrew J. Hoag, SBN 283130
E-Mail ahoag@fisherphillips.com
Soo Y. Park, SBN 271935
E-Mail spark@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement is enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, fully to enforce and effectuate the terms and intent of this Agreement. If one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties is entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Section 6.14: Mutual Full Cooperation

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to the execution of such documents, and the taking of such other action, as reasonably necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its terms. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions necessary to effectuate the terms of the Settlement, the Parties agree to seek Court assistance.

1 **Section 6.15: Authorization to Act**

2 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
3 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
4 required to effectuate the terms of this Agreement, except for signing documents, including but
5 not limited to this Agreement, requiring signature of their respective Party. Defendant represents
6 and warrants that the individual executing this Agreement on its behalf has the full right, power,
7 and authority to enter into this Agreement and to carry out the transactions contemplated herein.

8 **Section 6.16: No Reliance on Representations**

9 The Parties have made such investigation of the facts and the law pertaining to the matters
10 described herein and to this Agreement as they deem necessary, and have not relied, and do not
11 rely, on any statement, promise, or representation of fact or law, made by any of the other parties,
12 or any of their agents, employees, attorneys, or representatives, with regard to any of their rights
13 or asserted rights, or with regard to the advisability of entering into and executing this Agreement,
14 or with respect to any other matters. No representations, warranties, or inducements, except as
15 expressly set forth herein, have been made to any party concerning this Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Respectfully submitted,

Date: _____

ARACELI RODRIGUEZ

By: _____

Named Plaintiff

Date: _____

MOON & YANG, APC

By: _____

Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
Counsel for Named Plaintiff Araceli
Rodriguez

For Defendant:

Date: _____

SAEKYU OH, DMD, DENTAL CORP.

By: _____

Dr. Saekyu Oh

Date: 6/14/22

FISHER & PHILLIPS, LLP

By: _____

Andrew J. Hoag
Soo Y. Park
Counsel For Defendant Saekyu Oh,
DMD., Dental Corp.

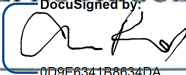
EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Respectfully submitted,

Date: 6/23/2022

ARACELI RODRIGUEZ

By:  DocuSigned by: 0D9E6341B8634DA...

Named Plaintiff

Date: 6/23/2022

MOON & YANG, APC

By: 

Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
Counsel for Named Plaintiff Araceli
Rodriguez

For Defendant:

Date: 6/14/22

SAEKYU OH, DMD, DENTAL CORP.

By: 

Dr. Saekyu Oh

Date: 6/14/22

FISHER & PHILLIPS, LLP

By: 

Andrew J. Hoag
Soo Y. Park
Counsel For Defendant Saekyu Oh,
DMD., Dental Corp.

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Araceli Rodriguez v. Saekyu Oh, DMD, Dental Corporation
Kern County Superior Court Case No. BCV-21-101542-TSC

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED BY SAEKYU, OH, DMD, DENTAL CORPORATION IN CALIFORNIA AS AN HOURLY-PAID, NON-EXEMPT EMPLOYEE AT ANY TIME FROM JULY 7, 2017, THROUGH <<the date the Court enters the order granting preliminary approval>>, THIS PUTATIVE CLASS, COLLECTIVE, AND PRIVATE ATTORNEYS GENERAL ACT ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS. PLEASE READ THIS NOTICE CAREFULLY.

Why you are receiving this Notice

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Araceli Rodriguez v. Saekyu Oh, DMD, Dental Corporation*, Kern County Superior Court Case No. BCV-21-101542-TSC. As discussed below, the Settlement will result in payments to current and former hourly-paid, non-exempt employees who worked for Saekyu Oh, DMD, Dental Corporation (“Defendant”) in California at any time from July 7, 2017, through <<the date the Court enters the order granting preliminary approval>>. The Settlement will resolve all claims in the Action.

The following terms have the following meanings when used in this Notice:

“Action”	<i>Araceli Rodriguez v. Saekyu Oh, DMD, Dental Corporation</i> , Kern County Superior Court Case No. BCV-21-101542-TSC
“Plaintiff” and “Class Representative”	Araceli Rodriguez
“Defendant”	Saekyu Oh, DMD, Dental Corporation
“Class Period”	July 7, 2017 through <<the date the Court enters the order granting preliminary approval>>.
“Class”	All persons who worked for Defendant in California as an hourly-paid, non-exempt employee at any time during the Class Period.
“Class Member”	All members of the Class.
“Final Approval Hearing”	The Court’s hearing on a Motion for Final Approval of the Settlement.
“Judgment”	The Judgment entered by the Court based on final approval.
“Non-Participating Class Member”	A Class Member who timely excludes himself or herself from the Settlement and will therefore not receive his or her share of the Net Settlement Amount.
“Participating Class Member”	A Class Member who does not timely exclude himself or herself from the Settlement and will therefore receive his or her share of the Net Settlement Amount automatically without the need to return a claim form.
“Individual Settlement Payment”	Each Participating Class Member’s respective share of the Net Settlement Amount.
“PAGA”	The Labor Code Private Attorneys General Act, California Labor Code sections 2698, <i>et seq.</i>
“PAGA Period”	July 7, 2020 through <<the date the Court enters the order granting preliminary approval>>.
“PAGA Group Member”	All Class Members employed by Defendant at any time between July 7, 2020, through <<the date the Court enters the order granting preliminary approval>>.

“Individual PAGA Settlement Payment”	A share of the PAGA Settlement Amount from the settlement fund that will be made to each PAGA Group Member based on the number of workweeks he or she worked for Defendant in California during the PAGA Period.
“Released Parties”	Defendant and its past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys.
“Settlement Administrator”	ILYM Group, Inc. <<mailing address>>

Defendant’s records indicate that you are a Class Member, PAGA Group Member, or both as defined above. As a Class Member, you may be eligible to receive an Individual Settlement Payment based on the number of workweeks that you worked for Defendant in California during the Class Period and you will be bound by the release of claims described in this Notice and in the Settlement filed with the Court, unless you timely request to be excluded from the Settlement. A Class Member who excludes himself or herself from the Settlement will still be bound by the PAGA portion of the Settlement to the extent he or she is also a PAGA Group Member, and will receive an Individual PAGA Settlement Payment based on the number of workweeks that he or she worked for Defendant in California during the PAGA Period.

A Final Approval Hearing of the Settlement will be held on <<FA Date and Time>> in Department 17 of the Kern County Superior Court, 1415 Truxtun Avenue, Bakersfield, California 93301, to determine whether the Settlement is fair, adequate, and reasonable.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING – GET MONEY	If you do nothing, you will be considered a Participating Class Member and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendant for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS DEADLINE TO EXCLUDE YOURSELF: << RESPONSE DATE>>	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section titled <i>What Claims are being released by Participating Class Members and PAGA Group Members?</i> of this Notice. You cannot opt out of the PAGA portion of the proposed Settlement. Saekyu Oh, DMD, Dental Corporation must pay Individual PAGA Settlement Payments to all PAGA Group Members and the PAGA Group Members must give up their rights to pursue Released Claims (defined below).
PARTICIPATE IN THE CLASS AND OBJECT TO THE CLASS SETTLEMENT BUT NOT THE PAGA SETTLEMENT: << RESPONSE DATE>>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object the amounts requested by Class Counsel or Plaintiff if you think that they are unreasonable. See Section titled <i>What are the Settlement terms?</i> of this Notice.
YOU CAN PARTICIPATE IN THE <<DATE>> FINAL APPROVAL HEARING	The Court’s Final Approval Hearing is scheduled to take place on <<DATE>>. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform, if

	available. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section titled <i>What are your Options at this time?</i> of this Notice.
YOU CAN CHALLENGE THE CALCULATION OF YOUR WORKWEEKS/PAY PERIODS WRITTEN CHALLENGES MUST BE SUBMITTED BY <<DATE>>	The amount of your Individual Settlement Payment and Individual PAGA Settlement Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods that you worked according to Saekyu Oh, DMD, Dental Corporation's records is stated below. If you disagree with either of these numbers, you must challenge it by <<DATE>>. See Section titled <i>How may you dispute your workweek calculation?</i> of this Notice.

Who is affected by the Settlement?

The Court has certified, for settlement purposes only, the following Class:

“All persons who worked for Defendant in California as an hourly-paid, non-exempt employee at any time during the Class Period of July 7, 2017 through <<the date the Court enters the order granting preliminary approval>>.

You were sent this Notice because you have a right to know about the Settlement and about your options before the Court rules on whether to finally approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Settlement Administrator appointed by the Court will make payments to Participating Class Members and PAGA Group Members that the Settlement allows. This Notice explains the Action, the Settlement, your legal rights, what benefits are available to you, and how to receive them.

What this case is about?

In the Action, Plaintiff alleges on behalf of herself and the Class that Defendant: (1) failed to pay minimum and regular rate wages; (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay all wages to terminated employees; (6) failed to provide accurate itemized wage statements; (7) violated California's Unfair Competition Law, California Business and Professions Code sections 17200, *et seq.*; and (8) violated provisions of the Labor Code giving rise to civil penalty liability under PAGA. Plaintiff seeks unpaid wages, actual damages, declaratory relief, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys' fees, and attorneys' costs.

Defendant denies all liability arising from the Action and is confident it has strong legal and factual defenses to Plaintiff's claims. Defendant contends that, at all relevant times, Defendant properly compensated all employees and fully complied with all applicable laws. Defendant also denies that the Action is appropriate to maintain as a class or representative action.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

Why is there a settlement?

Plaintiff and Defendant disagree on the probable outcome of the case with respect to the viability of the Class, liability, damages, and how much money could be recovered if Plaintiff won at trial. This Settlement is a compromise reached after good faith, arm's length negotiations between the Parties, through their respective attorneys, and is not an admission of liability on the part of Defendant. Plaintiff believes this Settlement is fair, adequate, and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members and PAGA Group Members.

What is a class action and PAGA settlement?

On <<PA Date and Time>>, the Court granted preliminary approval of the Settlement. However, the Court must still approve the terms of the Settlement as fair and reasonable before the Settlement becomes final. Once approved, the Settlement will affect all Class Members except those who have submitted a timely Request to be Excluded. The Settlement will affect all PAGA Group Members regardless of whether they opt out of the Class.

This Class Notice explains your legal rights, the terms of the Settlement, what you must do to participate, and the estimated amount of money you may receive.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
MOON & YANG, APC
1055 West Seventh Street, Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Defendant's Counsel

Andrew J. Hoag
Soo Y. Park
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

What are the Settlement terms?

Subject to final approval by the Court, Defendant will pay a total of \$450,000.00 (the "Gross Settlement Amount") to fully and finally resolve all claims in the Action. The amount to be distributed to Participating Class Members, i.e., Class Members who do not timely exclude themselves from the Settlement (the "Net Settlement Amount") will be the Gross Settlement Amount, minus the following amounts: (a) payment to the Settlement Administrator for administration fees and cost (up to an estimated maximum of \$10,000.00); (b) payment to the Plaintiff of a Class Representative Incentive Award (\$10,000.00 to be requested); (c) payment to Class Counsel of Plaintiff's attorneys' fees (up to \$150,000.00 to be requested); (d) payment to Class Counsel of Plaintiff's actual litigation costs (up to \$15,000.00 to be requested); and (d) payment of \$33,500.00 for resolution of all claims under PAGA (the "LWDA Payment"). The actual amounts allocated to attorneys' fees, litigation costs, the incentive award payment, the Settlement Administrator's fees and costs, and the LWDA Payment are all subject to Court approval. The Net Settlement Amount will be used to pay each Participating Class Member a pro-rata Individual Settlement Payment based on the number of workweeks each Class Member worked for Defendant in California during the Class Period.

Calculation of Individual Settlement Payments. The Net Settlement Amount will be divided among all Participating Class Members on a pro rata basis, based upon the total number of workweeks worked for Defendant by each respective Participating Class Member in California as a non-exempt, hourly-paid employee during the Class Period. Your estimated individual workweeks during the Class Period and estimated Individual Settlement Payment are listed below:

You worked a total of << **Class Workweeks** >> workweeks in California during the Class Period. Based on your workweeks during the Class Period, your estimated Individual Settlement Payment is approximately \$<< **Est Individual Settlement Payment** >>.

For tax reporting purposes, each Individual Settlement Payment will be allocated 33 1/3% as wages, 33 1/3% as penalties, and 33 1/3% as interest. The wage portion of each Individual Settlement Payment will be subject to withholding of applicable local, state, and federal taxes, and the Settlement Administrator will deduct applicable employee-side payroll taxes from the wage portion of each Individual Settlement Payment. The portion of each Individual Settlement Payment allocated to penalties and interest will be classified as other miscellaneous income and reported to state and federal taxing authorities by the Settlement Administrator using Form 1099-MISC without any tax withholding. All taxes owed on the other miscellaneous income portion of each Individual Settlement Payment will be the responsibility of the Participating Class Member receiving the payment. The employer's share of any payroll taxes will be separately paid by Defendant.

Calculation of Individual PAGA Settlement Payments. The PAGA Settlement Amount will be distributed to the California Labor and Workforce Development Agency ("LWDA") and to the PAGA Group Members. In accordance with California law, 75% of the PAGA Settlement Amount (or \$33,750.00) will be paid to the LWDA and the remaining 25% of the PAGA Settlement Amount (or \$11,250.00) will be paid to the PAGA Group Members on a pro-rata basis (the "Individual PAGA Settlement Payments") based on the number of workweeks each PAGA Group Member worked for Defendant in California during the PAGA Period. Your

estimated individual workweeks during the PAGA Period and estimated Individual PAGA Settlement Payment are listed below:

You worked a total of <<PAGA Workweeks>> workweeks in California during the PAGA Period. Based on your workweeks during the PAGA Period, your estimated Individual PAGA Settlement Payment is approximately \$<<Est Individual PAGA Settlement Payment>>.

Each Individual PAGA Settlement Payment will be allocated as 100 percent miscellaneous income and reported to state and federal taxing authorities by the Settlement Administrator using Form 1099-MISC. Any taxes owed on the PAGA Settlement Payment will be the responsibility of the PAGA Group Member receiving these payments.

Handling of Unclaimed and Uncashed Checks. All checks for Individual Settlement Payments and Individual PAGA Settlement Payments will remain valid and negotiable for one hundred and eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not cashed by a Participating Class Member or PAGA Group Member within that time. Any Individual Settlement Payment or Individual PAGA Payment that is not cashed by a Participating Class Member or PAGA Group Member within 180 days of issuance will be transmitted by the Settlement Administrator to the California State Controller's Office for Unclaimed Property in the name of each check recipient who failed to cash his or her check prior to the void date. The Settlement Administrator will also void any tax documents issued to the Participating Class Members or PAGA Group Members who did not cash their checks within 180 days of issuance. In such event, the Participating Class Member and/or PAGA Group Member will nevertheless remain bound by the terms of the Settlement.

Neither the Parties nor attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel, Defendant's counsel, the Settlement Administrator, and the Court are unable to offer advice concerning the state or federal tax consequences of payments to any Participating Class Member or PAGA Group Member.

Class Counsel Attorneys' Fees and Costs, Class Representative Incentive Award, Settlement Administration Costs, and Payment to the LWDA. Class Counsel will ask the Court to award attorneys' fees up to \$150,000.00 (one-third of the Gross Settlement Amount) and reimbursement of reasonable costs incurred in the Action not to exceed \$15,000.00. In addition, Class Counsel will ask the Court to authorize a Class Representative Incentive Award of \$10,000 for Plaintiff for her efforts in bringing the case on behalf of the Class. The Parties estimate the cost of the Settlement Administrator will not exceed \$10,000.00. A proposed payment in the amount of \$33,500.00 will also be made to the LWDA for PAGA penalties, which represent 75 percent of the \$45,000 PAGA Settlement Amount.

How may you dispute your workweek calculation?

Workweeks for Class Members are calculated based on the number of workweeks each Class Member worked for Defendant in California during the Class Period, i.e., July 7, 2017, through <<the date the Court enters the order granting preliminary approval>>. Workweeks for PAGA Group Members are calculated based on the number of workweeks each PAGA Group Member worked for Defendant in California during the PAGA Period, i.e., July 7, 2020, through <<the date the Court enters the order granting preliminary approval>>.

If you dispute the number of workweeks for which you were credited during the Class Period or the PAGA Period, you must submit your dispute ("Workweek Dispute") in writing and send it to the Settlement Administrator via fax or mail, postmarked or faxed no later than <<+60 days from date of mailing>> (the "Response Deadline"). Your Workweek Dispute must be sent to:

ILYM Group, Inc., <<mailing address>>

Your Workweek Dispute must be in writing and must contain: (a) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (b) the number of workweeks you contend to have worked for Defendant in California during the Class Period and PAGA Period; and (c) any evidence supporting your contention. Defendant's records are presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator will resolve and decide all Workweek Disputes, and the Settlement Administrator's decision will be final and non-appealable. **REMINDER:** If you believe your estimated

Individual Settlement Amount or PAGA Settlement Amount is incorrect because your workweek calculation is inaccurate, the deadline to submit a written Workweek Dispute to the Settlement Administrator, with any supporting evidence, is <<**RESPONSE DATE**>>.

What claims are being released by Participating Class Members and PAGA Group Members?

Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class, each Participating Class Member, and each PAGA Group Member, regardless of whether they have requested exclusion from the Settlement of Class claims, will release claims as follows:

(a) **Identity of Released Parties.** The Released Parties are Defendant and its past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys.

(b) **Date Release Becomes Active.** The Released Claims and Released PAGA Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of Final Approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred **and** Defendant has paid all amounts owing under the Settlement.

(c) **Claims Released by Participating Class Members.** Each and every Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Released Parties from the following claims for the entire Class Period:

(1) any and all claims, demands, rights, liabilities, and causes of action alleged or that could have been alleged in Named Plaintiff's Operative Complaint based on the facts alleged, which arose during the Class Period, including but not limited to (1) failure to pay minimum and regular-rate wages; (2) failure to pay overtime or double time wages; (3) failure to provide meal periods; (4) failure to authorize or permit rest periods (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) unfair business practices; and (8) any claims asserted under the Private Attorneys General Act, based on the preceding claims ("Released Claims").

(d) **Claims Released by the Class, Including PAGA Group Members.** All Class Members, including all PAGA Group Members, release the Released Parties from all claims exhausted in Plaintiff's notices sent to the LWDA and alleged in the Operative Complaint, which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

The time period covered by this PAGA release is July 7, 2020, through <<the date the Court enters the order granting preliminary approval>>.

What are your Options at this time?

As a Class Member, you have two options under this Settlement, each of which is further discussed below. You may: (Option A) remain in the Class and receive an Individual Settlement Payment and an Individual PAGA Settlement Payment; or (Option B) exclude yourself from the Settlement Class and receive only an Individual PAGA Settlement Payment. If you choose Option A, you may also object to the Settlement, as explained below.

OPTION A. Remain in the Class. If you choose Option A and remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

Any and all amounts paid to Participating Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

If you chose Option A, but you believe the Settlement is not fair, reasonable, or adequate in any way, you have several options that you may use to object or express any concerns. To object, you may appear in person at the Final Approval Hearing, have an attorney object for you, or submit a written brief or statement of objection (“written objection”) to the Settlement Administrator at ILYM Group, Inc. <<address>>. If you submit a written objection to the Settlement Administrator, it should contain sufficient information to confirm your identity and the basis of the objection, including: (1) your full name; (2) the grounds for the objection; and (3) your signature. Your written objection must be postmarked on or before <<Response Deadline>> and set to the Settlement Administrator at the address listed above to ensure that it is received in time to be considered by the Court. You can also hire an attorney at your own expense to represent you with respect to your objection. The Parties may file responses to any written objections before the Final Approval Hearing. Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Final Approval Hearing. **Regardless of any objection, however, if you choose Option A, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

An objection alone will not satisfy the legal requirements for a Participating Class Member to appeal a Judgment entered in the Action. In order to have standing to appeal a Judgment entered following an Order finally approving this Settlement, a Participating Class Member must formally intervene and become a party of record in the action to appeal, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Class. If you do not want to be part of the Settlement Class, you must submit a written Request to be Excluded to the Settlement Administrator at ILYM Group, Inc. <<address>>. In order to be valid, your written Request to be Excluded must be signed and must include your name, address, and telephone number (to confirm your identity and make certain that only persons requesting exclusion are removed from the Settlement), along with the following statement:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *ARACELI V. SAEKYU OH, DMD, DENTAL CORPORATION*, CLASS ACTION LAWSUIT, KERN COUNTY SUPERIOR COURT CASE NO. BCV-21-101542-TSC. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OTHER THAN MY SHARE OF THE PAGA PAYMENT.”

Your written Request to be Excluded from the Settlement must be signed and postmarked on or before <<Response Deadline>>. If you do not submit a written Request to be Excluded on time (as evidenced by the postmark), your written Request to be Excluded will be rejected, you will be deemed a Participating Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a written Request to be Excluded by the deadline to request exclusion, you will have no further role in the Action, and **you will not be entitled to any benefit, including an Individual Settlement Payment**, as a result of the Action and Settlement. However, as a PAGA Group Member you will still be entitled to receive an Individual PAGA Settlement Payment and you will still release the PAGA claims against Defendant described above. Moreover, if you submit a Request to be Excluded, you will not be able to object to the Settlement or complain to the Court about any aspect of the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, the Class Representative Incentive Award to Plaintiff, the Settlement Administrator’s costs, and the payment to the LWDA for PAGA penalties on <<FA Date and Time>> in Department 17 of the Kern County Superior Court, 1415 Truxtun Avenue, Bakersfield, California 93301. Because of healthcare guidance and Orders of the Kern County Superior Court related to COVID-19, the hearing may be a telephonic hearing only. If you wish to attend the Final Approval Hearing telephonically, visit <https://courtcall.com/> for instructions on how to do so. The Final Approval Hearing may be continued by the Court. In the event the Final Approval Hearing is

continued, ILYM Group, Inc. will post the new hearing date on its website, which it will provide the Class upon administration of this Notice. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment or Individual PAGA Settlement Payment. You are also not required to attend the Final Approval Hearing to receive an update of the Court's Final Judgment, as ILYM Group, Inc. will also post an update of the Final Judgment on its website.

How to get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Settlement attached to the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval. The Joint Stipulation of Settlement and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the Kern County Superior Court. Because of Kern County Superior Court's COVID-19 pandemic procedures, in order to view documents filed in the lawsuit, Class Members may be required to make an appointment with the Court. You may also request a copy of the Settlement from Class Counsel, at the address listed above.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.