

Kane Moon (SBN 249834)
kane.moon@moonyanglaw.com
Allen Feghali (SBN 301080)
allen.feghali@moonyanglaw.com
Jacquelyne Vanemmerik (SBN 339338)
jacquelyne.vanemmerik@moonyanglaw.com
MOON & YANG, APC
1055 West Seventh Street, Suite 1880
Los Angeles, California 90017
West Hollywood, Ca 90069
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

*Attorneys for Plaintiff,
Anahi Olascoaga*

Roxana E. Verano (SBN 186837)
Roxana@Landeggeresq.com
LANDEGGER VERANO & DAVIS, ALC
15760 Ventura Boulevard, Suite 1200
Encino, California 91436
Telephone: (818) 986-7561
Facsimile: (818) 986-5147

*Attorney for Defendant,
Burton Schnierow, D.D.S., Inc.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ANAHI OLASOAGA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

BURTON SCHNIEROW, D.D.S., INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendant.

Case No. 21STCV39559

**JOINT STIPULATION OF CLASS AND
PAGA ACTION SETTLEMENT
AGREEMENT AND CLASS NOTICE**

Action Filed: October 26, 2021
Department: Honorable David S.
Cunningham III,
Department SS11

This Joint Stipulation of Class and PAGA Action Settlement Agreement (“Settlement” or “Agreement”) is made by and between plaintiff ANAHI OLASCOAGA (“Plaintiff”) and defendant BURTON SCHNIEROW, D.D.S., INC. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” and individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the above-entitled lawsuit alleging wage and hour violations against Burton Schnierow, D.D.S., Inc., captioned “ANAHI OLASOAGA, individually, and on behalf of all others similarly situated v. BURTON SCHNIEROW, D.D.S., INC., a California corporation; and DOES 1 through 10, inclusive, Case No. 21STCV39559, filed on October 26, 2021 and pending in the Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employees” means all persons employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the PAGA Period.

1.5. “Class” means all persons employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period.

1.6. “Class Counsel” means Moon & Yang, APC.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security

number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the Court-approved notice of class action settlement and hearing date for final court approval, to be mailed to Class Members in English and Spanish, attached as Exhibit “A” and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from October 26, 2017 to the date of preliminary approval.

1.13. “Class Representative” means Anahi Olascoaga, the named Plaintiff in the Action, who seeks Court approval to serve as the Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defendant” means Burton Schnierow, D.D.S., Inc.

1.17. “Defense Counsel” means Landegger Verano & Davis, ALC.

1.18. “Effective Date” means the date that both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members object to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means \$632,400.00, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administration Expenses Payment. Defendant shall pay the Gross Settlement Amount within thirty (30) days of the Effective Date.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the

LWDA PAGA Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from October 22, 2020, to the date of preliminary approval.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiff's October 22, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500) and the 75% to the LWDA (\$22,500.00) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiff" means Anahi Olascoaga.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, managers, employees, agents, representatives, partners, investors, administrators, parent companies, DBAs, divisions, and joint venturers.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.

1.44. "Settlement" means the disposition of the Action effected by this Agreement.

1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

2.1. On October 26, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for Failure to Pay Minimum Wages; Failure to Pay Overtime Compensation; Failure to Provide Meal Periods; Failure to Authorize and Permit Rest Breaks; Failure to Indemnify Necessary Business Expenses; Failure to Timely Pay Final Wages at Termination; Failure to Provide Accurate Itemized Wage Statements; and Unfair Business Practices. On March 21, 2022, Plaintiff filed a First Amended Complaint alleging an additional cause of action against Defendant and seeking recovery of civil penalties and other remedies under the California Private Attorneys General Act of 2004. The First Amended Complaint is the Operative Complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On November 17, 2022, the Parties participated in an all-day mediation presided over by Todd Smith, Esq. which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the number of comparable employees, the number of workweeks, the number of pay periods, average rates of pay, sample time records, sample payroll records, written policies, and related information. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$632,400.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

1 3.2.1. To Plaintiff: The Class Representative Service Payment to the Class
2 Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any
3 Individual PAGA Payment the Class Representative is entitled to receive as a Participating
4 Class Member or Aggrieved Employee). Defendant will not oppose Plaintiff's request for a
5 Class Representative Service Payment that does not exceed this amount. As part of the motion
6 for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff
7 will seek Court approval for any Class Representative Service Payment no later than 16 court
8 days prior to the Final Approval Hearing. If the Court approves a Class Representative Service
9 Payment less than the amount requested, the Administrator will retain the remainder in the Net
10 Settlement Amount. The Administrator will pay the Class Representative Service Payment
11 using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes
12 owed on the Class Representative Service Payment.

13 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
14 33.33%, which is currently estimated to be \$210,800.00 and a Class Counsel Litigation
15 Expenses Payment of not more than \$18,000.00. Defendant will not oppose requests for these
16 payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will
17 file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment
18 no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class
19 Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment less than the
20 amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.
21 Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising
22 from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel
23 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and
24 Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel
25 assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and
26 Class Counsel Litigation Expenses Payment, and hold Defendant harmless from and indemnify
27 Defendant for any dispute or controversy regarding division or sharing of any of such Payments.

1 3.2.3. To the Administrator: An Administration Expenses Payment not to
2 exceed \$12,000.00 except for a showing of good cause and as approved by the Court. To the
3 extent the Administration Expenses are less or the Court approves payment less than
4 \$12,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

5 3.2.4. To Each Participating Class Member: An Individual Class Payment
6 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks
7 worked by all Participating Class Members during the Class Period and (b) multiplying the
8 result by each Participating Class Member's Workweeks.

9 3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each
10 Participating Class Member's Individual Class Payment will be allocated to settlement of wage
11 claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
12 reported on an IRS W-2 Form. 90% of each Participating Class Member's Individual Class
13 Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage
14 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported
15 on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for
16 any employee taxes owed on their Individual Class Payment.

17 3.2.4.2. Effect of Non-Participating Class Members on Calculation of
18 Individual Class Payments. Non-Participating Class Members will not receive any Individual
19 Class Payments. The Administrator will retain amounts equal to their Individual Class
20 Payments in the Net Settlement Amount for distribution to Participating Class Members on a
21 pro rata basis.

22 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
23 amount of \$30,000.00 to be paid from the Gross Settlement Amount, with 75% (\$22,500.00)
24 allocated to the LWDA PAGA Payment and 25% (\$7,500.00) allocated to the Individual PAGA
25 Payments.

26 3.2.5.1. The Administrator will calculate each Individual PAGA
27 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
28

Penalties (\$7,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 296 Class Members who collectively worked a total of 31,620 Workweeks, and 195 Aggrieved Employees who worked a total of 6,645 PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 30 days after the

Effective Date. If Defendant fails to timely transfer the funds as set forth in this Agreement, Defendant shall have fourteen (14) calendar days from the last day the payment is due to cure the untimely payment. Defendant shall transmit the funds pursuant to the Settlement Administrator's electronic transfer instructions. Defendant's payment obligations with respect to the Gross Settlement Amount, Defendant's share of payroll taxes, and any cure payment shall be met upon initiating the electronic transfer of funds to the Administrator, pursuant to the Administrator's instructions. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing

any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. In addition to the Released Class Claims and Released PAGA Claims described below, Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, demands, rights, liabilities and causes of

1 action of every nature and description whatsoever, whether known or unknown, asserted or that
2 might have been asserted, whether in tort, contract, or for violation of any state or federal
3 statute, rule, law or regulation arising out of, relating to, or in connection with any act or
4 omission of the Released Parties through the date of full execution of this Settlement Agreement
5 in connection with his or her employment or the termination thereof ("Plaintiff's Release").
6 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to
7 those rights that as a matter of law cannot be waived, including, but not limited to any claims
8 for vested benefits, unemployment benefits, disability benefits, social security benefits, or
9 workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff
10 may discover facts or law different from, or in addition to, the facts or law that Plaintiff now
11 knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
12 effective in all respects, notwithstanding such different or additional facts or Plaintiff's
13 discovery of them.

14 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

15 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
16 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

17 **A general release does not extend to claims that the creditor or releasing party does**
18 **not know or suspect to exist in his or her favor at the time of executing the release,**
19 **and that if known by him or her would have materially affected his or her**
settlement with the debtor or Released Party.

20 5.2. Release Class Claims by Participating Class Members: All Participating Class
21 Members, on behalf of themselves and their respective former and present representatives,
22 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from
23 all claims that were alleged, or reasonably could have been alleged, in the Operative Complaint,
24 and ascertained in the course of the Action, that arose during the Class Period including with
25 respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay
26 minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant
27 meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant

rest periods; (e) failure to issue accurate, itemized wage statements and maintain payroll records; (f) failure to pay all wages due upon separation of employment; (g) failure to reimburse for necessary business expenses; (h) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; (i) violation of or claims under the following sections of the California Labor Code sections 201, 202, 203, 204, 206, 218.6, 226, 226.3, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802; and (j) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law ("Released Class Claims"). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release PAGA Claims by Aggrieved Employees: All Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaint or the PAGA Notice and ascertained in the course of the Action arising during or with respect to the PAGA Period ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

1 **6. MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion
2 for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's
3 current checklist for Preliminary Approval.

4 6.1. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
5 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
6 than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the
7 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
8 for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
9 Approval to the Administrator.

10 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
11 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
12 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
13 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
14 Preliminary Approval or conditions Preliminary Approval on any material change to this
15 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
16 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement
17 and otherwise satisfy the Court's concerns.

18 **7. SETTLEMENT ADMINISTRATION.**

19 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc.
20 to serve as the Administrator and verified that, as a condition of appointment, ILYM Group,
21 Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in
22 this Agreement in exchange for payment of Administration Expenses. The Parties and their
23 Counsel represent that they have no interest or relationship, financial or otherwise, with the
24 Administrator other than a professional relationship arising out of prior experiences
25 administering settlements.

26 7.2. Employer Identification Number. The Administrator shall have and use its own
27 Employer Identification Number for purposes of calculating payroll tax withholdings and

providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members’ written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose

notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, the Defendant, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The

1 Administrator's determination of authenticity shall be final and not appealable or otherwise
2 susceptible to challenge.

3 7.5.3. Every Class Member who does not submit a timely and valid Request for
4 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
5 benefits and bound by all terms and conditions of the Settlement, including the Participating
6 Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of
7 whether the Participating Class Member actually receives the Class Notice or objects to the
8 Settlement.

9 7.5.4. Every Class Member who submits a valid and timely Request for
10 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class
11 Payment or have the right to object to the class action components of the Settlement. Because
12 future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
13 Participating Class Members who are Aggrieved Employees are deemed to release the claims
14 identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

15 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60
16 days after the Administrator mails the Class Notice (plus an additional 14 days for Class
17 Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and
18 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class
19 Member may challenge the allocation by communicating with the Administrator via fax, email
20 or mail. The Administrator must encourage the challenging Class Member to submit supporting
21 documentation. In the absence of any contrary documentation, the Administrator is entitled to
22 presume that the Workweeks contained in the Class Notice are correct so long as they are
23 consistent with the Class Data. The Administrator's determination of each Class Member's
24 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
25 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
26 the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and
27 the Administrator's determination of the challenges.

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1 the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the
2 names and other identifying information of Class Members who have timely submitted valid
3 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of
4 Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests
5 for Exclusion from Settlement submitted (whether valid or invalid).

6 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide
7 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
8 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
9 Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks
10 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments
11 and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the
12 Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
13 Requests for Exclusion and objections received.

14 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the
15 authority to address and make final decisions consistent with the terms of this Agreement on all
16 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
17 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

18 7.8.5. Administrator’s Declaration. Not later than 14 days before the date by
19 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
20 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
21 for filing in Court attesting to its due diligence and compliance with all of its obligations under
22 this Agreement, including, but not limited to, its mailing of the Class Notice, the Class Notices
23 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
24 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
25 number of written objections and attach the Exclusion List. The Administrator will supplement
26 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
27 responsible for filing the Administrator’s declaration(s) in Court.

1 7.8.6. Final Report by Administrator. Within 10 days after the Administrator
2 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class
3 Counsel and Defense Counsel with a final report detailing its disbursements by employee
4 identification number only of all payments made under this Agreement. At least 15 days before
5 any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and
6 Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of
7 all payments required under this Agreement. Class Counsel is responsible for filing the
8 Administrator's declaration in Court.

9 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records,
10 Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 296 Class
11 Members and 31,620 Total Workweeks during the Class period and (2) there are 195 Aggrieved
12 Employees who worked 6,645 Pay Periods during the PAGA Period. If the number of
13 Workweeks as of the date the Court approves the settlement exceeds the referenced 31,620
14 Workweeks by more than 10% (more than 3,162), the Gross Settlement Amount will increase
15 pro rata based on the number of Workweeks above the additional 10% increase.

16 **9. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
17 Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members,
18 Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree
19 that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect
20 whatsoever, and that neither Party will have any further obligation to perform under this
21 Agreement; provided, however, Defendant will remain responsible for paying all Settlement
22 Administration Expenses incurred to that point. Defendant must notify Class Counsel and the
23 Court of its election to withdraw not later than 7 days after the Administrator sends the final
24 Exclusion List to Defense Counsel; late elections will have no effect.

25 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the
26 calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of
27 the Settlement that includes a request for approval of the PAGA settlement under Labor Code
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section 2699, subd. (l), a Proposed Final Approval Order, and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,

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

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If,

1 for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment,
2 Defendant reserves the right to contest certification of any class for any reasons, and Defendant
3 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to
4 move for class certification on any grounds available and to contest Defendant's defenses. The
5 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
6 and will not be admissible in connection with, any litigation (except for proceedings to enforce
7 or effectuate the Settlement and this Agreement).

8 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
9 Defendant and Defense Counsel separately agrees that, until the Motion for Preliminary
10 Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or
11 publicize, or cause or permit another person to disclose, disseminate or publicize, any of the
12 terms of the Agreement directly or indirectly, specifically or generally, to any person,
13 corporation, association, government agency, or other entity except: (1) to the Parties' attorneys,
14 accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2)
15 counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
16 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or
17 subpoena issued by a state or federal government agency.

18 Each Party agrees to immediately notify each other of any judicial or agency
19 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and
20 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
21 communication, before the filing of the Motion for Preliminary Approval, with any third party
22 regarding this Agreement or the matters giving rise to this Agreement except to respond only
23 that "the matter was resolved," or words to that effect. This paragraph does not restrict Class
24 Counsel's communications with Class Members in accordance with Class Counsel's ethical
25 obligations owed to Class Members.

26 12.3. No Solicitation. The Parties separately agree that they and their respective
27 counsel and employees will not solicit any Class Member to opt out of or object to the

1 Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to
2 restrict Class Counsel's ability to communicate with Class Members in accordance with Class
3 Counsel's ethical obligations owed to Class Members.

4 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this
5 Agreement together with its attached exhibits shall constitute the entire agreement between the
6 Parties relating to the Settlement, superseding any and all oral representations, warranties,
7 covenants, or inducements made to or by any Party.

8 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant
9 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
10 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
11 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
12 terms of this Agreement including any amendments to this Agreement.

13 12.6. Cooperation. The Parties and their counsel will cooperate with each other and
14 use their best efforts, in good faith, to implement the Settlement by, among other things,
15 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
16 points and authorities as requested by the Court. In the event the Parties are unable to agree
17 upon the form or content of any document necessary to implement the Settlement, or on any
18 modification of the Agreement that may become necessary to implement the Settlement, the
19 Parties will seek the assistance of a mediator and/or the Court for resolution.

20 12.7. No Prior Assignments. The Parties separately represent and warrant that they
21 have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
22 transfer, or encumber to any person or entity and portion of any liability, claim, demand, action,
23 cause of action, or right released and discharged by the Party in this Settlement.

24 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense
25 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
26 Settlement be relied upon as such within the meaning of United States Treasury Department
27 Circular 230 (31 CFR Part 10, as amended) or otherwise.

1 12.9. Modification of Agreement. This Agreement, and all parts of it, may be
2 amended, modified, changed, or waived only by an express written instrument signed by all
3 Parties or their representatives, and approved by the Court.

4 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and
5 inure to the benefit of, the successors of each of the Parties.

6 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits
7 will be governed by and interpreted according to the internal laws of the state of California,
8 without regard to conflict of law principles.

9 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and
10 preparation of this Agreement. This Agreement will not be construed against any Party on the
11 basis that the Party was the drafter or participated in the drafting.

12 12.13. Confidentiality. To the extent permitted by law, all agreements made, and
13 orders entered during Action and in this Agreement relating to the confidentiality of information
14 shall survive the execution of this Agreement.

15 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant
16 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
17 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
18 connection with the Settlement, may be used only with respect to this Settlement, and no other
19 purpose, and may not be used in any way that violates any existing contractual agreement,
20 statute, or rule of court. Not later than 90 days after the date when the Court discharges the
21 Administrator's obligation to provide a Declaration confirming the final pay out of all
22 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received
23 from Defendant unless, prior to the Court's discharge of the Administrator's obligation,
24 Defendant makes a written request to Class Counsel for the return, rather than the destructions,
25 of Class Data.

26 12.15. Headings. The descriptive heading of any section or paragraph of this
27 Agreement is inserted for convenience of reference only and does not constitute a part of this
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Agreement.

12.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kane Moon, Esq.

Allen Feghali, Esq.

Jacquelyne VanEmmerik, Esq.

MOON & YANG, APC

1055 West Seventh Street, Suite 1880

Los Angeles, CA 90017

To Defendant:

Roxana E. Verano, Esq.

Landegger Verano & Davis, ALC

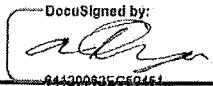
15760 Ventura Blvd. Ste 1200

Encino, CA 91436

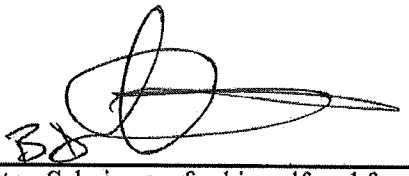
12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

2/17/2023
Dated: February , 2023

By: 
Anahi Olasoaga

Dated: March 2, 2023

By: 
Burton Schnierow, for himself and for
Burton Schnierow, D.D.S., Inc.

MOON & YANG, APC

Dated: February 17, 2023

By: 
Kane Moon, Esq.
Allen Feghali, Esq.
Jacquelyne VanEmmerik, Esq.
Attorneys for Plaintiff, Anahi
Olascoaga

LANDEGGER VERANO & DAVIS, ALC

Dated: March 2, 2023

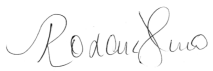
By: 
Roxana E. Verano, Esq.
Attorney for Defendant, Burton
Schnierow, D.D.S., Inc.

EXHIBIT A

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**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Anahi Olasoaga v. Burton Schnierow, D.D.S., Inc., et al., Case No. 21STCV39559)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit ("Action") against BURTON SCHNIEROW, D.D.S., INC. ("Defendant") for alleged wage and hour violations. The Action was filed by former Defendant's employee ANAHI OLASCOAGA ("Plaintiff") and seeks payment of (1) wages and other relief for a class of hourly, non-exempt employees ("Class Members") who worked for Defendant in California during the Class Period (October 26, 2017 to the date of preliminary approval); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly, non-exempt employees who worked for Defendant in California during the PAGA Period (October 22, 2020 to the date of preliminary approval) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [redacted] (less withholding) and your Individual PAGA Payment is estimated to be \$ [redacted]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked [redacted] Workweeks** during the Class Period and **you worked [redacted] Pay Periods** during the PAGA Period.

1 If you believe that you worked more Workweeks or Pay Periods during either period, you can
2 submit a challenge by the deadline date. See Section 4 of this Notice.

3 The Court has already preliminarily approved the proposed Settlement and approved this
4 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are
5 affected whether you act or not act. Read this Notice carefully. You will be deemed to have
6 carefully read and understood it. At the Final Approval Hearing, the Court will decide whether
7 to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and
8 Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment
9 that requires Defendant to make payments under the Settlement and requires Class Members and
10 Aggrieved Employees to give up their rights to assert certain claims against Defendant.

11 If you worked for Defendant during the Class Period and/or the PAGA Period, you have
12 two basic options under the Settlement:

13 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement
14 and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a
15 Participating Class Member, though, you will give up your right to assert Class Period wage
16 claims and PAGA Period penalty claims against Defendant.

17 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
18 Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the
19 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual
20 Class Payment. You will, however, preserve your right to personally pursue Class Period wage
21 claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an
22 Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.
23 **Defendants will not retaliate against you for any actions you take with respect to the**
24 **proposed Settlement.**

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SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**You Don't Have to Do Anything to Participate in the Settlement**

If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

You Can Opt-out of the Class Settlement but not the PAGA Settlement**The Opt-out Deadline is _____**

If you don't 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 an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement**Written Objections Must be Submitted by _____**

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 to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't 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. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Work Week / Pay Periods	The amount of your Individual Class Payment and PAGA 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 Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge. See Section 4 of this Notice.
Written Challenges Must be Submitted by	

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: MOON AND YANG, APC. ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will pay \$632,400.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes

1 final. The Judgment will be final on the date the Court enters Judgment, or a later date if
2 Participating Class Members object to the proposed Settlement or the Judgment is appealed.

3 2. Court Approved Deductions from Gross Settlement. At the Final Approval
4 Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
5 from the Gross Settlement, the amounts of which will be decided by the Court at the Final
6 Approval Hearing:

7 A. Up to \$210,800.00 (33.33%) of the Gross Settlement to Class Counsel for
8 attorneys' fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have
9 worked and incurred expenses on the Action without payment.

10 B. Up to \$7,500.00 as a Class Representative Award for filing the Action,
11 working with Class Counsel, and representing the Class. A Class Representative Award will be
12 the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any
13 Individual PAGA Payment.

14 C. Up to \$ 12,000.00 to the Administrator for services administering the
15 Settlement.

16 D. Up to \$30,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA
17 Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their
18 PAGA Pay Periods.

19 Participating Class Members have the right to object to any of these deductions. The Court
20 will consider all objections.

21 If the number of Workweeks as of the date the Court approves the settlement exceeds the
22 referenced 31,620 Workweeks by more than 10% (more than 3,162), the Gross Settlement
23 Amount will increase pro rata based on the number of Workweeks above the additional 10%
24 increase.

25 3. Net Settlement Distributed to Class Members. After making the above deductions
26 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
27 Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class

Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than , that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a

1 simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e.,
2 Non-Participating Class Members) will not receive Individual Class Payments but will preserve
3 their rights to personally pursue wage and hour claims against Defendant.

4 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
5 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
6 Individual PAGA Payments and are required to give up their right to assert PAGA claims against
7 Defendant based on the PAGA Period facts alleged in the Action.

8 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
9 possible the Court will decline to grant Final Approval of the Settlement or decline to enter a
10 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
11 and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not
12 pay any money and Class Members will not release any claims against Defendant.

13 8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc.
14 (the "Administrator") to send this Notice, calculate and make payments, and process Class
15 Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges
16 over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks
17 necessary to administer the Settlement. The Administrator's contact information is contained in
18 Section 9 of this Notice.

19 9. Participating Class Members' Release. After the Judgment is final and Defendant
20 has fully funded the Gross Settlement (and separately paid all employer payroll taxes),
21 Participating Class Members will be legally barred from asserting any of the Released Class
22 Claims released under the Settlement. This means that unless you opted out by validly excluding
23 yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit
24 against Defendant or related entities for wages based on the Class Period facts and PAGA
25 penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

26 The Participating Class Members will be bound by the release of the following Released
27 Class Claims:

1 All Participating Class Members, on behalf of themselves and their respective former and
2 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
3 release Released Parties from all claims that were alleged, or reasonably could have been
4 alleged, in the Operative Complaint that arose during the Class Period including with
5 respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to
6 pay minimum wages owed; (c) failure to provide meal periods, or premium pay for non-
7 compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay
8 for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements and
9 maintain payroll records; (f) failure to pay all wages due upon separation of employment;
10 (g) failure to reimburse for necessary business expenses; (h) all claims under California
11 Business & Professions Code § 17200 for unfair business practices that could have been
12 premised on the facts, claims, causes of action or legal theories described above; (i)
13 violation of or claims under the following sections of the California Labor Code sections
14 201, 202, 203, 204, 206, 218.6, 226, 226.3, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2,
15 1197, 1197.1, 1198, 2802; and (j) violation of the California Industrial Wage Orders that
16 could have been premised on the facts, claims, causes of action or legal theories described
17 above, as well as any potential penalties, interest or attorneys' fees associated with all of
18 such causes of action under California law. Except for the release of the Released PAGA
19 Claims by Aggrieved Employees (see below), Participating Class Members do not release
20 any other claims, including claims for vested benefits, wrongful termination, violation of
21 the Fair Employment and Housing Act, unemployment insurance, disability, social
22 security, workers' compensation, or claims based on facts occurring outside the Class
23 Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting any of the Released PAGA Claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' will be bound by the release of the following "Released PAGA Claims":

All Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaint or the PAGA Notice and ascertained in the course of the Action, arising during or with respect to the PAGA Period. The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until [redacted] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

1 **Your check will be sent to the same address as in this Notice. If you change your**
2 **address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has**
3 **the Administrator's contact information.**

4 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

5 Submit a written and signed letter with your name, present address, telephone number,
6 and a simple statement that you do not want to participate in the Settlement. The Administrator
7 will exclude you based on any writing communicating your request be excluded. Be sure to
8 personally sign your request, identify the Action as *Anahi Olasoaga v. Burton Schnierow, D.D.D.,*
9 *Inc., et al.*, Case Number 21STCV39559, and include your identifying information (full name,
10 address, telephone number, approximate dates of employment, and social security number for
11 verification purposes). You must make the request yourself. If someone else makes the request
12 for you, it will not be valid. **The Administrator must be sent your request to be excluded by**
13 **_____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

14 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

15 Only Participating Class Members have the right to object to the Settlement. Before
16 deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court
17 to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or
18 Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the
19 reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and
20 Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation
21 expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award.
22 Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice)
23 will send you copies of these documents at no cost to you. You can also view them on the
24 Administrator's Website ([url](#)) or the Court's website ([url](#)).

25 A Participating Class Member who disagrees with any aspect of the Agreement, the
26 Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may
27 wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested

by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is ____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Anahi Olasoaga v. Burton Schnierow, D.D.D., Inc., et al.*, Case Number 21STCV39559, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on ____ at (time) in Department SS11 of the Los Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other

Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index>) and entering the Case Number for the Action, Case No. 21STCV39559. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorneys: Kane Moon, Allen Feghali, Jacquelyne VanEmmerik

Email Address: kane.moon@moonyanglaw.com, allen.feghali@moonyanglaw.com,
jacquelyne.vanemmerik@moonyanglaw.com

Name of Firm: Moon & Yang, APC.

Mailing Address: 1055 West Seventh Street, Suite 1880

Telephone: (213) 232-3128

Administrator:

Name of Company:

Email Address: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.